



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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
**Brahmaputra Cracker and Polymer Limited**

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)  
प्रशासनिक भवि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA  
जिला: डिब्रुगढ़, असम / DISTT.: DIBRUGARH, ASSAM  
नपि कोठि - 786006 / PIN CODE: 786006  
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई- निवदा संख्या / e-TENDER NO:

**E-TENDER NO: BCPL/C&P/LE21W101SD/01840**  
**Dated 31.08.2021**

**ई- निवदा दस्तावेज / e-TENDER DOCUMENT**  
**FOR**

**“HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

Tender Submission Date & Time	:	15.09.2021 at 14:30 Hrs
Tender Opening Date & Time	:	16.09.2021 at 15:00 Hrs
Pre-Bid Meeting	:	07.09.2021 at 15:00 Hrs
Tender Fee	:	Not applicable

EMD Amount	:	NIL
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**Contact Person: - SAMRAT DUTTA**

Administrative Building  
BCPL Project Site, Lepetkata  
Dibrugarh-786006, Assam.  
[sdutta@bcplindia.co.in](mailto:sdutta@bcplindia.co.in)  
0373-0373-2914582 / 2914636

- May refer *Section-VIII* of the tender document towards Methodology for evaluation to calculate *Technical score (T)* (*Bid Assessment Criteria/Bid Evaluation Methodology*).



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## IMPORTANT INSTRUCTIONS

PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. BCPL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

PRIOR TO DETAILED EVALUATION, PURSUANT TO "BID EVALUATION AND REJECTION CRITERIA", BCPL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS' OR 'RESERVATIONS / EXCEPTIONS'. BCPL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'BRAHMAPUTRA CRACKER AND POLYMER LIMITED'. HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING AND NO CHANGE IN THE 'PRICE(S)' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.

BIDDERS ARE REQUESTED TO NOT TO TAKE ANY 'DEVIATION/EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.



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## FAQ

[QUESTIONS AND ANSWERS]

SL NO	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> & Gov. website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	<b>NO</b>
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit ?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit ?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC <b>The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp.</b> MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". <b>(ii) There is no exemption in submission of SD (Security Deposit).</b>
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of	BEC is included in tenders floated on Open Tender/Limited Tender

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	bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

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

- i) Demand Draft towards Tender fee (if applicable)**
- ii) EMD/Bid Security (if applicable)**
- iii) Power of Attorney**



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## SECTION - I

### INVITATION FOR BIDS [IFB]



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

**To,**  
**PROSPECTIVE BIDDERS**

**Date: 31.08.2021**

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Dear Sir/Madam,**

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

2.0 The brief details of the TENDER are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract Period shall be 01 year from the date as mentioned in FOI.
II	TENDER Fee	:	<b>Not applicable</b>
III	Earnest Money Deposit (EMD)	:	NIL
IV	BID DUE DATE & TIME	:	<b>15.09.2021 up-to 14:30 Hrs</b>
V	OPENING OF UNPRICED BID	:	<b>16.09.2021 at 15:00 Hrs.</b>
VI	VALIDITY OF OFFER UPTO	:	<b>90 days from the date of opening of unpriced bids</b>
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	<b>Limited Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis)</b>
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	<b>07.09.2021 at 15.00 hrs.</b> Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.
X	CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT	:	<i>The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein). Details as per ITB of Tender document.</i>



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- In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.
- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER**. The IFB is an integral and inseparable part of the bidding document.
  - 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
  - 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or NIC e-portal <https://etenders.gov.in/eprocure/app>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal (<https://etenders.gov.in/eprocure/app>) on or before the due date of bid submission in e-mode.
  - 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received [in e-mode through NIC e-portal (<https://etenders.gov.in/eprocure/app>)] from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
  - 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
  - 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
  - 9.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **07.09.2021 at 1500 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Dy. Manager (C&P) Phone No. 07896760769; Email ID: [sdutta@bcplindia.co.in](mailto:sdutta@bcplindia.co.in)





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This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer limited

[Samrat Dutta]

Sr. Manager [C&P]

E-mail: [sdutta@bcplindia.co.in](mailto:sdutta@bcplindia.co.in)



## **SECTION-II**

# **BID EVALUATION CRITERIA [BEC] AND PRICE BID EVALUATION METHODOLOGY**



## SECTION-II

# 1. BID EVALUATION CRITERIA [BEC]

### 1.0 BID EVALUATION CRITERIA (BEC):

#### 1.1 BEC- Technical: Not Applicable

##### 1.1.1 Relaxed Norms for Startups in technical criteria (prior experience):

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

*For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.*

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

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

*However, "certificate of practice" requirement as specified in BEC clause no. 1.1.1 shall be applicable to startup bidders.*

#### 1.2 BEC- Financial:

##### 1.2.1 TURNOVER:

*The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (FY: 2020-21 or 2019-20 or 2018-2019) shall be **Rs. 41.30 Lacs.***



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*Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the immediate 3 preceding financial years as per BEC clause no. 1.2.1 i.e. FY: 2020-21 or 2019-20 or 2018-2019.*

*In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-21 i.e. FY: 2019-20 or 2018-2019 or 2017-18. Accordingly, Annual Turn-over of the bidder for the FY: 2019-20 or 2018-2019 or 2017-18 shall be considered.*

## **1.2.2 NET WORTH:**

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

*In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-21 i.e. FY: 2019-20 along with un-price bid. Accordingly, Net Worth of the bidder for the FY: 2019-20 shall be considered.*

## **1.2.3 WORKING CAPITAL:**

*The minimum working capital of the Bidder as per the last audited financial statement, i.e., FY: 2020-21 shall be **Rs. 8.26 lacs**.*

*In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-21 i.e. FY: 2019-20 along with un-price bid. Accordingly, working capital of the bidder for the FY: 2019-20 shall be considered.*



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If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).

**NOTE:** If bid closing date is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years (subject to Govt. circular for extension of the last date for finalization of account).

## 1.2.4 Relaxed Norms for Startups in financial criteria:

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

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

## 1.3 **Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1:**

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
1.1		<b>Technical Experience Criteria – Document</b> [All documents to be <b>uploaded (submitted)</b> must be <b><u>Notarized by notary public.</u></b> ]	



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<b>Sr. No.</b>	<b>BEC Clause no.</b>	<b>Description</b>	<b>Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]</b>
1.	1.1.1	Experience against Startups Company	<p>Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce &amp; Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.</p> <p>Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP self-certified.</p>
1.2		<b>Financial Experience Criteria- Document</b> [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <b><u>Certified/Attested by Chartered Accountant &amp; notarized by notary public..</u></b>	
2	1.2.1	Annual Turn-over (Not mandatory for start-ups)	<p>Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit &amp; Loss account statement) of the preceding three (03) Financial Year(s), i.e. <b>FY: 2020-21 or 2019-20 or 2018-19.</b></p> <p>In case, audited financial results (Balance sheet and profit &amp; Loss account statement) of <b>FY: 2020-21</b> is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit &amp; Loss Account Statement) of immediately preceding financial year prior to <b>FY: 2020-21</b> i.e, (<b>FY: 2019-20, 2018-19 &amp; 2017-18</b>).</p>
3	1.2.2	Net worth (Mandatory for all bidders)	<p>Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit &amp; Loss account statement) of last audited Financial Year, i.e. <b>FY: 2020-21.</b></p> <p>In case, audited financial results (Balance sheet</p>



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<b>Sr. No.</b>	<b>BEC Clause no.</b>	<b>Description</b>	<b>Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]</b>
			<p>and profit &amp; Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit &amp; Loss Account Statement) of immediately preceding financial year prior to FY: 2020-21 i.e, FY: 2019-20.</p> <p>Start-up bidders also need to mention Net Worth in F-16, even if they don't have last audited financial results.</p>
4	1.2.3	Working capital (Mandatory for all bidders)	<p>Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit &amp; Loss account statement for the last audited Financial Year, i.e. FY: 2020-21.</p> <p>In case, audited financial results (Balance sheet and profit &amp; Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit &amp; Loss Account Statement) of immediately preceding financial year prior to FY: 2020-21 i.e, FY: 2019-20.</p> <p>If the bidder's <u>working capital is negative or inadequate as per BEC clause no. 1.2.3</u>, the bidder shall submit/upload a letter from the bidder's bank as per <b>Format, F-15</b> having net worth not less than <b>Rs.100 crores</b>, confirming the availability of line of credit to meet the working capital requirement as mentioned above at <b>BEC clause no. 1.2.3</b> (Format specified in tender document).</p> <p>Start-up bidders also need to mention Working</p>



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<b>Sr. No.</b>	<b>BEC Clause no.</b>	<b>Description</b>	<b>Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]</b>
			<i>Capital in F-16, even if they don't have last audited financial results.</i>
5		<b>Format, F-16</b> (Mandatory for all bidders)	<i>Details of financial capability of bidder" shall be submitted in the prescribed <b>Format, F-16</b> (of tender document) duly signed and stamped by a <b>Chartered Accountant only.</b></i>

**Note to above Bidder's Eligibility Criteria (point no. 1.0):**

- i) *A job executed by a bidder for its own plant(s)/project(s) cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.*
- ii) *Bids of Joint Venture / Consortium are not acceptable.*
- iii) *The cut-off date for meeting the criteria of BEC of the tender shall be the due date of un-priced bid opening.*
- iv) *Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: For details, relevant clause of ITB to be referred.*

**2.0 Methodology for Evaluation of Bids and award:**

**2.1** *The evaluation of bids will be made on following basis:*

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





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- i. *Techno-commercial Evaluation of the bids will be done **first against the BEC** stipulated in relevant Section (Section-II) of the tender document to qualify the bidder(s).*
- ii. *The Bids of the qualified bidder(s) shall be further assessed as per the **Bid Assessment Criteria/Bid Evaluation Methodology** as stipulated in relevant Section (Section-VIII) of tender document [tabulated at **Annexure-I**]. The overall techno-commercially accepted **bidder(s)** as per **Bid Assessment Criteria/Bid Evaluation Methodology** will be selected on the basis of **highest score** obtained for award, which will be calculated by using the following formula:*

$$S = (T/T \text{ High} * 80) + (C \text{ Low}/C * 20)$$

Where:

*S = Score of the Firm*

*T = Technical score of the firm*

*T High = Highest Technical score among the firms*

*C = Quote as provided by the firm*

*C Low = Lowest Quote of C among the firms*

- iii. *This will be a techno commercial evaluation and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful firm.*
- iv. *The **Technical score (T)** of the firm will be considered from the score obtained from “**Bid Assessment Criteria/Bid Evaluation Methodology**” whereas the fee to be considered for commercial evaluation quote provided by the Bidder.*
- v. *LOA / Order shall be placed on the bidder who has secured the highest score(S).*

## 2.2 **CPBG: The following CPBG clause shall applicable:**

*The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein). Details as per ITB of Tender document.*



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### 2.3 **PPP Policy 2012**

*Considering the nature of job, splitting of quantities shall not be possible in this case. Therefore, MSE quoting price within price band of L1 (other than MSE) + 15% shall be awarded the entire qty. subject to matching of L1 price as per ITB of tender document.*

#### NOTE TO “BID EVALUATION CRITERIA [BEC]”

#### **[FOR STRICT COMPLIANCE]**

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

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## **SECTION-III**

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



## SECTION-III

### INSTRUCTION TO BIDDERS

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## SECTION-III INSTRUCTIONS TO BIDDERS [ITB]

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

### [A] – GENERAL

#### 1 SCOPE OF BID

- 1.1 The Employer/ Owner/ BCPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/BCPL.

SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.

- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

#### 2 ELIGIBLE BIDDERS

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

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

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

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



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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:  
that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or 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.

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

- 3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)] – NOT APPLICABLE FOR THIS TENDER

- 4 **ONE BID PER BIDDER**



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- 4.1 A bidder shall submit only one bid in the same bidding process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidders(s) having same proprietor / partners / Limited Liability Partners in any other Bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.4 Alternative bids shall not be considered.
- 4.5 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidder are quoting for different items / Sections / Parts / Groups / SOR Items of the same tender which specify evaluation on items / Sections / Parts / Groups / SOR item basis.

## **5 COST OF BIDDING & TENDER FEE – NOT APPLICABLE**

### **5.1 COST OF BIDDING**

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

### **5.2 TENDER FEE- NOT APPLICABLE FOR THIS TENDER**

## **6 SITE VISIT-NOT APPLICABLE**

## **[B] – BIDDING DOCUMENTS**

### **7 CONTENTS OF BIDDING DOCUMENTS**

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

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





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

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

## 8 CLARIFICATION OF BIDDING DOCUMENTS

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

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

## 9 AMENDMENT OF BIDDING DOCUMENTS

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

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

## [C] – PREPARATION OF BIDS

### 10 LANGUAGE OF BID:

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

### 11. DOCUMENTS COMPRISING THE BID



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11.1 Bids are invited under the Single / ~~Two~~ Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different folders:

11.1.1 FOLDER -I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

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

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

11.1.2 FOLDER -II: Price Bid

The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

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.

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.

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.



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

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

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

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

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

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

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

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

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

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



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

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GAIL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

### 13.10 **Anti-profiteering clause**

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

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

### 14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

### 15 **BID VALIDITY**

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



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

## **16 EARNEST MONEY/BID SECURITY- :**

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

16.1 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"

16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

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

16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.

16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.

16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:



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- i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

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

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

## **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 a bidder shall not depute more than 02 representatives for the meeting.

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

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

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

## **18 FORMAT AND SIGNING OF BID**

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

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

## **19 ZERO DEVIATION AND REJECTION CRITERIA**

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





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

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

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

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

## 20 E-PAYMENT

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

### [D] – SUBMISSION OF BIDS

#### 21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

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



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## **22 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

## **23 LATE BIDS**

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

In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid.

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

## **24 MODIFICATION AND WITHDRAWAL OF BIDS**

### **24.1. IN CASE OF E- TENDERING**

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

### **24.1.1 FOR MANUAL BIDDING**

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

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

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

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

- 24.5 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 TENDERING, BCPL shall forfeit EMD paid by the



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bidder and such bidders shall be debarred from participation in TENDERing of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

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

## **26 BID OPENING**

### **26.1 Unpriced Bid Opening:**

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

### **26.2 Priced Bid Opening:**

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

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

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

## **27 CONFIDENTIALITY**

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

## **28 CONTACTING THE EMPLOYER**

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

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



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

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

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

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

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

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

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

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

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

## **30 CORRECTION OF ERRORS**

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.



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(iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 **EVALUATION AND COMPARISON OF BIDS**

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvat credit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

33 **COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**

34 **PURCHASE PREFERENCE**

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – **AWARD OF CONTRACT**

35 **AWARD**

Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

36 **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT**

36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.

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

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

37 **SIGNING OF AGREEMENT**



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37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

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

## 38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

38.2 The contract performance security shall be for an amount equal to 7.5% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet (BDS).

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

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

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

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



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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

Issue of tender document to MSEs free of cost.

Exemption to MSEs from payment of EMD/Bid Security.

In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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



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

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

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

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

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

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

## 41 AHR ITEMS

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

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

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

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

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

## 42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

## 43 INCOME TAX & CORPORATE TAX





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- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction. Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

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

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

- 45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 45.1 Brahma Putra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: [www.gailonline.com/](http://www.gailonline.com/) [www.bcplonline.com](http://www.bcplonline.com/) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.



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- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahma Putra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

## 46 BILLING SYSTEM

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

Top left corner of the envelope

Vendor Code: \_\_\_\_\_

LOA/PO No.: ..... Date .....

Bill/ Invoice No.: ..... Date .....



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

Address:  
To,

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

47 **TRANSPARENCY**

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

48 **SALE OF BID DOCUMENTS**

Tender document will be sold on receipt of application. No tender document will, however, be sold / issued to the bidders who are on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

49 **SUBLETTING & ASSIGNMENT**

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

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

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

Normally, the payment is to be made to vendor/contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors/contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/contractor.

51. **CHECK MEASUREMENT**



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Measurement shall be recorded as per the methods of measurement spelt out in SOW/Specifications/SCC of Contract/Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/Bills shall be as under:

Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts) Site-In-Charge/Site Engineer will check 100% measurements of executed work. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.

Where PMC is EIC (e.g. Project Construction):

PMC will check 100% measurements of executed work. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.

Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g. ARC type Construction Contracts):

Third Party Inspector will check 100% measurements of executed work. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.

An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.

OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.

5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.

6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.

7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."

52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.



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



**Annexure-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 a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

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 Employer of the benefits of free and open competition.

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

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

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

Whether the management is common;

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

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

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

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



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

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

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

## B.2 Irregularities noticed after award of contract

### (i) During execution of contract:

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

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

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

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

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

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

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

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

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



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## B.2.2 Period of Banning

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

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

## C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

## D. Procedure for Suspension of Bidder

### D.1 Initiation of Suspension

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

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

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

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

### D.2 Suspension Procedure:





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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.



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F. Appeal against the Decision of the Competent Authority:

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

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

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

G. 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 OBJECTIVE

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

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

#### 2.0 METHODOLOGY

##### i) Preparation of Performance Rating Data Sheet

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

##### ii) Measurement of Performance

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

##### iii) Initiation of Measures:

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

##### iv) Implementation of Corrective Measures:

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

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



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

### 3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

Poor Performance due to reasons other than Quality : One Year

Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): Two Years

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

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

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



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(B) Where Performance rating is “FAIR”:

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

## 3.2 FOR CONSULTANCY JOBS

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

## 3.3 FOR OPERATION & MAINTENANCE

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

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

iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

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

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

A) Where performance rating is “POOR”

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

Poor Performance due to reasons other than Quality : One Year

Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): Two Years

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



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

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

(B) Where Performance rating is “FAIR”

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

#### 4.0 EXCLUSIONS:

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

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

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

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

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

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

#### 6.0 EFFECT OF HOLIDAY

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

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

6.3. Effect on other ongoing tendering:

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



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- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**  
The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

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

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

## 10. ERRANT BIDDER

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

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

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

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## Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:





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## Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



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## 1.3 RELIABILITY PERFORMANCE

20 Marks

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



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**ANNEXURE-III**

**(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**  
**(Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC)**

<https://www.bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf>

**HELP DESK (BCPL)**

Phone : 6900182953 (only for e-tender queries)

Mobile : 8811017320

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

**HELP DESK (NIC)**

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

Mobile : 8826246593

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



**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL							
ITB clause	Description						
1.2	The Invitation for Bids/ TENDER no is : E-TENDER NO.: BCPL/C&P/LE21W101SD/01840						
1.1	The Employer/Owner is: M/s Brahma Putra Cracker & Polymer Limited.						
2.1	Name of the Contract: HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR.						
3	BIDS FROM CONSORTIUM / JOINT VENTURE <table border="1" data-bbox="422 1176 981 1344"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td><td>NO</td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td><td>YES</td></tr></table>	APPLICABLE	<input type="checkbox"/>	NO	NOT APPLICABLE	<input type="checkbox"/>	YES
APPLICABLE	<input type="checkbox"/>	NO					
NOT APPLICABLE	<input type="checkbox"/>	YES					
B. BIDDING DOCUMENT							
ITB clause	Description						
8.1	For <b><u>clarification purposes</u></b> only, the communication address is: Attention: Samrat Dutta, Sr. Manager (C&P) / Street Address: <b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: <a href="mailto:sdutta@bcplindia.co.in">sdutta@bcplindia.co.in</a> ;						



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## C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):  _____  _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under:  _____  _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.

## D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The TENDER No. of this bidding process is: BCPL/C&P/LE21W101SD/01840
22.3	For <b><u>bid submission purposes</u></b> only, the Owner's address is : Attention: Samrat Dutta, Sr. Manager (C&P) / Street Address: <b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: <a href="mailto:sdutta@bcplindia.co.in">sdutta@bcplindia.co.in</a> ;



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**The bid opening shall take place at:**

Street Address:

**Brahmaputra Cracker and Polymer Limited** (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635.

Email id: [sdutta@bcplindia.co.in](mailto:sdutta@bcplindia.co.in);

**Date: 16.09.2021**

**Time: 15:00 Hrs.**

## E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/> NO	NOT APPLICABLE	<input checked="" type="checkbox"/> YES
APPLICABLE	<input checked="" type="checkbox"/> NO				
NOT APPLICABLE	<input checked="" type="checkbox"/> YES				

## F. AWARD OF CONTRACT

ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this TENDER] <b>State: Assam</b>				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr></table> <p><b>Applicable: As specified in Section –II of TENDER document.</b></p>	APPLICABLE	<input checked="" type="checkbox"/> YES	NOT APPLICABLE	<input checked="" type="checkbox"/> NO
APPLICABLE	<input checked="" type="checkbox"/> YES				
NOT APPLICABLE	<input checked="" type="checkbox"/> NO				



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<b>40</b>	Public Procurement Policy for MSEs : <table border="1" data-bbox="424 338 1086 501"><tr><td data-bbox="424 338 762 421">APPLICABLE</td><td data-bbox="762 338 1086 421"><input type="checkbox"/> NO</td></tr><tr><td data-bbox="424 421 762 501">NOT APPLICABLE</td><td data-bbox="762 421 1086 501"><input type="checkbox"/> YES</td></tr></table> <p>TENDERED item (Part) is non-split able / not-divisible.</p>	APPLICABLE	<input type="checkbox"/> NO	NOT APPLICABLE	<input type="checkbox"/> YES
APPLICABLE	<input type="checkbox"/> NO				
NOT APPLICABLE	<input type="checkbox"/> YES				
<b>41</b>	Provision of AHR Item : <table border="1" data-bbox="424 719 1086 882"><tr><td data-bbox="424 719 762 801">APPLICABLE</td><td data-bbox="762 719 1086 801"><input type="checkbox"/> NO</td></tr><tr><td data-bbox="424 801 762 882">NOT APPLICABLE</td><td data-bbox="762 801 1086 882"><input type="checkbox"/> YES</td></tr></table>	APPLICABLE	<input type="checkbox"/> NO	NOT APPLICABLE	<input type="checkbox"/> YES
APPLICABLE	<input type="checkbox"/> NO				
NOT APPLICABLE	<input type="checkbox"/> YES				
<b>Clause no. 27.3 of GCC</b>	Bonus for Early Completion: <table border="1" data-bbox="424 999 1086 1162"><tr><td data-bbox="424 999 762 1081">APPLICABLE</td><td data-bbox="762 999 1086 1081"><input type="checkbox"/> NO</td></tr><tr><td data-bbox="424 1081 762 1162">NOT APPLICABLE</td><td data-bbox="762 1081 1086 1162"><input type="checkbox"/> YES</td></tr></table>	APPLICABLE	<input type="checkbox"/> NO	NOT APPLICABLE	<input type="checkbox"/> YES
APPLICABLE	<input type="checkbox"/> NO				
NOT APPLICABLE	<input type="checkbox"/> YES				



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# **FORMS & FORMATS**





## **LIST OF FORMS & FORMAT**

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



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**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration] {CERTIFICATE OF INCOPORATION / ROC / ROF} May tick on the applicable document and submit the same.
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ _____
9	E-mail address	
10	Website	
11	Fax Number:	_____

-----  
e-TENDER NO. BCPL/C&P/LE21W101SD/01840 FOR "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED  
AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS  
AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".



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12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (√) on the applicable one.	Registered <input type="checkbox"/> Un-registered <input type="checkbox"/> Compound Scheme <input type="checkbox"/> PSU , GOVT <input type="checkbox"/> SEZ <input type="checkbox"/>
24	WHETHER START-UP?	YES/NO
25	EPF / PF No.	_____ Please submit relevant Certificate
26	POWER OF ATTORNEY & NAME OF PERSON	Submitted _____ Name: _____
27	Confirm acceptance to one bid per bidder clause as per ITB	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

**F-2**

**BID FORM**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

Dear Sir,

After examining / reviewing the Bidding Documents for the TENDER of "\_\_\_\_\_ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. \_\_\_\_\_.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as specified in Section-II of TENDER document.

Until a final Agreement/Letter of Award is prepared and executed, the TENDER document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:



**LIST OF ENCLOSURES**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Dear Sir,**

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

F-4

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
(To be stamped in accordance with the Stamp Act)  
**NOT APPLICABLE FOR THIS TENDER**

F-5

**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.



**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Dear Sir,**

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

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



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

**F-7**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Dear Sir,**

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

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

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

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

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by us.

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





ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

**F-8**

**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Dear Sir,**

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

**F-9**

## **PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**Dear Sir(s),**

M/s. \_\_\_\_\_  
having registered office at \_\_\_\_\_ (herein after called the "contractor"  
which expression shall wherever the context so require include its successors and assignees)  
have been awarded the work of  
\_\_\_\_\_ vide PO /FOA/LOI No.  
\_\_\_\_\_ dated \_\_\_\_\_ for M/s Brahmputra Cracker and  
Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: Dibrugarh,  
Assam. The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_) as full  
Contract Performance Guarantee in the form therein mentioned. The form of payment of  
Contract Performance Guarantee includes guarantee executed by Nationalized Bank,  
undertaking full responsibility to indemnify M/s Brahmputra Cracker and Polymer Limited,  
in case of default. The said \_\_\_\_\_ has  
approached us and at their request and in consideration of the premises we having our office  
at \_\_\_\_\_ have agreed to give such guarantee as hereinafter  
mentioned.

1. We \_\_\_\_\_  
hereby undertake to give the irrevocable & unconditional guarantee to you that if  
default shall be made by M/s. \_\_\_\_\_ in performing  
any of the terms and conditions of the tender/order/contract or in payment of any  
money payable to M/s Brahmputra Cracker and Polymer Limited we shall on first  
demand pay without demur, contest, protest and/ or without any recourse to the  
contractor to BCPL in such manner as you may direct the said amount of Rupees  
\_\_\_\_\_ only or such portion thereof not exceeding the said  
sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this  
guarantee, postpone for any time or from time to time the exercise of any of the powers  
and rights conferred on you under the contract with the said  
\_\_\_\_\_ and to enforce or to forbear from  
endorsing any powers or rights or by reason of time being given to the said



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

\_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) \_\_\_\_\_. 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.



## ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

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

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney  
Signature of a person duly  
Authorized to sign on behalf of the Bank



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

**F-10**

**AGREED TERMS & CONDITIONS**

To,

**M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

**SUB: “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Please confirm the currency of quoted prices is in Indian Rupees.	
3	Confirm quoted prices will remain firm and fixed till complete execution of the order.	Not Applicable
4	Rate of applicable GST or any other taxes.	Not Applicable
5	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	Not Applicable
6	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8	Confirm compliance to Completion Schedule as	



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	Not Applicable
10	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	
11	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12	Please furnish TENDER Fee details:	Not Applicable
13	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	Not Applicable
14	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
18	All correspondence must be in ENGLISH language only.	
19	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21	Confirm that bidder accept all technical & commercial terms & conditions of the contract.	
22	Confirm that bidder accept SCC & SOW of the contract.	
23	Furnish GSTIN	



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-11

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(On receipt of TENDER document/information regarding the TENDER, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /TENDER through e-mail/fax to concerned executive in BCPL issued the TENDER, by filling up the Format)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject TENDER.

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

Postal Address with Pin Code : .....  
Telephone Number : .....  
Fax Number : .....  
Contact Person : .....  
E-mail Address : .....  
Mobile No. : .....  
Date : .....  
Seal/Stamp : .....

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....  
Signature : .....  
Name : .....  
Designation : .....





# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

Date : .....  
Seal/Stamp : .....



**UNDERTAKING ON LETTERHEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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**SUB: “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

Dear Sir

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

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



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

**F-13**

## **BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:  
Date:

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



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

## CHECK LIST

**F-14**

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	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped / digital signing of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court Receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

## DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	NIL	YES/ NA	NO
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	<del>BG VALIDITY BEYOND 3 (THREE) MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS</del>	YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	<b>Duly certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company/firm) <b>AND Notary Public</b> with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Startups Company (As Stipulated in BEC 1.1.1)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
4.	<i>Financial Experience (As Stipulated in BEC 1.2)</i>		YES	NO
5.	<i>The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein). Details as per ITB of Tender document.</i>		YES	NO
6.	TENDER Document signed & stamped	Signed & stamped / digital signing all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
9.	Acceptance of all technical criteria	AS PER THIS TENDER	YES	NO
10.	Acceptance of all other clause & condition (both technical & financial)	AS PER THIS TENDER	YES	NO

**Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in TENDER document shall render the bid non-responsive and shall be liable for rejection.**

Place:  
Date:

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

Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped along-with the "Un-priced bid (Part-I)". **Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

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

### **TECHNICAL CRITERIA AS STIPULATED IN BEC (NOT APPLICABLE)**

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

**NB:**

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 <sup>st</sup> Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:



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A6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue i. Brief Details/Name (Nature) of Supply ii. Period of Contract/ Order iii. Actual Date of Completion/Execution iv. Executed Value v. Executed Qty, etc	<hr/> <hr/> <hr/> <hr/> <hr/>
<b>B</b>	<b>2<sup>nd</sup> Order/ LOI/Contract</b>	<b>Description</b>	<b>Details [to be mentioned by the bidder]</b>
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<b>C</b>	<b>3<sup>rd</sup> Order/ LOI/Contract</b>	<b>Description</b>	<b>Details [to be mentioned by the bidder]</b>
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order	<hr/> <hr/> <hr/>



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		iv. Actual Date of Completion/Execution		_____
		v. Executed value		_____
		vi. Executed Qty, etc		_____

**THIS FORMAT TO BE FILLED BY THE BIDDER**  
**FINANCIAL CRITERIA AS STIPULATED IN BEC**





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

**NB:**

1. **Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2020-21, 2019-20 & 2018-2019 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. **Bidder to Put ‘tick mark’ only [out of two options (i.e ‘Yes’ or ‘No’, one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA	Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
			Option	Tick Mark
1.2.1	Financial Documents – <b>Turn Over</b> as per applicability of relevant clause of BEC	: Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. <b>FY: 2020-21, 2019-20 &amp; 2018-2019</b> [to be reckoned from bid due date] along with un-price bid <b>uploaded /submitted.</b>  <b>FY: 2020-2021</b>  <b>FY: 2019-2020</b>  <b>FY: 2018-2019</b>	Yes / No  Yes / No  Yes / No	



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<b>1.2.2 &amp; 1.2.3</b>	<b>Financial Documents – Net Worth &amp; Working Capital</b> as per applicability of relevant clause of BEC  In Case Bidder’s working capital is inadequate <b>as per applicability of relevant clause of BEC</b> In case Bidder’s working capital is inadequate, the bidder shall supplement this with a letter ( <b>as per Format-15</b> ) from the Bidder’s bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	: Uploaded <b>AUDITED</b> Financial Statements Balance Sheet and Profit & Loss Statement of <b>FY: 2020-21.</b>  <b>Name of Issuing Bank</b> _____ <b>Branch Code:</b> _____ <b>Location &amp; Address:</b> _____ <b>Tel No.</b> _____ <b>Email ID:</b> _____	Yes / No           Yes / No	
<b>1.2.4</b>	Details of financial capability of bidder prescribed <b>Format-15as per applicability of relevant clause of BEC</b>	: <b>Name Of Chartered Accountant:</b> _____ <b>Membership No. of Chartered Accountant</b> _____	Yes / No	



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**Brahmaputra Cracker and Polymer Ltd.**

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**F-15**

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

(To be provided on Bank's letter head)

Date:

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

-----

-----

-----

Dear Sir,

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

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

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the bidder) for at least an amount of Rs. \_\_\_\_\_ (Total Working Capital Amount) to meet the inadequacy in Working Capital.

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

Yours truly

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

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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**Brahmaputra Cracker and Polymer Ltd.**

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**F-16**

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

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

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

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

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

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

:

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

**\*Refer Instructions**

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

### **Instructions:**

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
- This certificate is to be submitted on the letter head of Chartered Accountant.



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**Brahmaputra Cracker and Polymer Ltd.**

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F-17

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

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

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

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

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

**F-18**

### **E-Banking Mandate Form**

e-TENDER NO. BCPL/C&P/LE21W101SD/01840 FOR "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".



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**Brahmaputra Cracker and Polymer Ltd.**

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(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

## **BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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**Brahmaputra Cracker and Polymer Ltd.**

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## SECTION-IV

# GENERAL CONDITIONS OF CONTRACT [GCC]



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

**1. General Conditions of Contract.** ([https://bcplonline.co.in/UploadFiles/GCC\\_CONTRACTS.pdf](https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf))

Thanking you,

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

Name:

Designation:

Company Seal:





## SECTION – V

# SPECIAL CONDITIONS OF CONTRACT [SCC]



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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## SECTION-V

### **SPECIAL CONDITION OF CONTRACT**

#### **NAME OF WORK:**

**SUB: “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**

**e-TENDER NO.: BCPL/C&P/LE21W101SD/01840**

**Description of work/ service:** Hiring of Services of consultants for preparation of Audit Universes, Manual and Check lists and Risk based annual Internal Audit plan for 3yrs with hand holding for 1yrs to carry out both Technical and Commercial In-House Internal Audit covering all the business and operational activities of BCPL.

#### **SPECIAL TERMS AND CONDITIONS:**

- 1.1** BCPL needs to set up Internal Audit (IA) & Technical Audit (TA) Departments. As a part of the process of the Internal Audit set up, an Audit Universe needs to be developed. Accordingly, the Annual Audit Plan for Internal Audit activities for the IA & TA departments is to be framed so that all activities of the Company in all spheres / departments / Installations are covered under IA/TA audit programme for a span of 3 years. By adopting risk based Audit Universe there is a need for prioritizing the efforts so that focus is given to the areas which are having more risk and materiality of each activity of the company and so is the frequency of such audit. Also, the Audit Manual, Checklist and Risk Control Matrix (RCM) need to be developed for the same.
- 1.2** With the above aim in view, the Audit Universe for BCPL is to be prepared in such a manner that all activities of the Company are covered by Internal Audit I Technical Audit for a period of 3 years. To make it meaningful the following parameters should be studied first:
  - 1.2.1** Identify the activities/ areas / business processes to be audited.
  - 1.2.2** Ascertain the level of risk involved in the audit areas (High, Medium and Low) including control aspects.
  - 1.2.3** Determine the frequency of the audit in a cycle of three years.
  - 1.2.4** Manpower and the skill needed for carrying out the audit if annual audit is planned considering the audit universe in place.

It is also necessary to explain the methodology adopted for the risk assessment exercise and the frequency of the Audit to arrive at the aforementioned Audit Universe.. It includes the process by defining the audit universe, which is made of distinct “auditable entities” that, taken together, include every part of your organization — all departments, divisions, systems, processes, subsidiaries, programs, activities, and even accounts. If it can be audited, it should be included in the audit universe as an auditable entity, evened there is no plan to perform an audit of that area in the coming year. The idea is to ensure nothing is overlooked.

**e-TENDER NO. BCPL/C&P/LE21W101SD/01840 FOR “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**



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**2.0** In order to design the Audit Universe the consultant should make detailed study of each activity/operation of the Company systematically with proper work programme considering the following:

## **2.1 Methodology of Risk Assessment:**

The risk assessment methodology should, inter-alia, include the following: -

**2.1.1** Understanding the business objectives.

**2.1.2** Understanding the existing systems and documentations.

**2.1.3** Interaction with Senior Management.

**2.1.4** Materiality Mapping.

**2.1.5** Assigning a risk rating to each audit area.

**2.1.6** Assigning frequency for each audit.

**2.1.7** Assigning number of auditors, time and skill required for each audit.

**2.1.8** Finalize the Audit Universe.

### **2.1.1 Understanding the business objectives:**

The Consultant should study BCPL's business thoroughly and understand the existing systems, control environment and risk factors of each operation / activity in BCPL. The Consultant should look into the various reports of BCPL, internal publications, various Internal Audit reports / Technical Audit reports etc., interact with Internal Audit wings and Technical Audit wings, Statutory auditors, Govt. auditors and then frame up their perception of various risks associated in each activity. They will be required to visit various Projects / Sites / Installations and interact with senior key functionary of process owner to assess the risk involved in each area of operation. They should also review the existing process manuals and available documentations to develop risk factors of the concerned area of operation.

### **2.1.2 Understanding the existing systems and documentations:**

The Consultant should study the existing practices before commencement of the exercise of making the Audit Universe.

- a. Understand departmental philosophy and operating style.
- b. Identify business objectives of the department.
- c. Understand existing Systems and Procedures in the department.
- d. Risk Analysis of the functions performed in the department.
- e. Critical areas that needs to be audited.
- f. The level of assignment of authority and responsibility.
- g. Understand the level of information technology risk in the functions.
- h. Monetary values (based on Annual Reports, Trial balance or other financial information).
- i. Employee Related (based on number of employees).
- j. Information System related (based on level of automation in BCPL).



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The above information of materiality is to be obtained from the annual report and other relevant financial and transactional information provided by the Management. Based on the above information of Materiality, an analysis of the 'High', 'Medium', and 'Low' risk of each of the audit areas is prepared.

### **2.1.3 Interaction with Senior Management:**

The areas to be discussed with senior key personnel are: -

- a. Critical challenges faced by BCPL.
- b. Significant risks and exposures.
- c. Control environment.
- d. Technology issues.
- e. Suggested Areas of focus for Internal Audit/Technical Audit.
- f. Impression about Internal Audit/Technical Audit.
- g. Role of Internal Audit/Technical Audit functions.
- h. Expectations from the Internal Audit/Technical Audit functions.

Based on the response, the Audit Universe should be drawn up with the risk rating for each Audit area.

### **2.1.4 Materiality Mapping:**

The materiality of each audit area in the Audit Universe is to be assessed considering the overall exposure of the Company vis-a-vis: -

- a. Monetary values (based on Annual Reports, Trial balance or other financial information).
- b. Employee Related (based on number of employees).
- c. Information System related (based on level of automation in BCPL).

The above information of materiality is to be obtained from the annual report and other relevant financial and transactional information provided by the Management.

Based on the above information of Materiality, an analysis of the 'High', 'Medium', and 'Low' risk of each of the audit areas need to be prepared and presented to the management.

### **2.1.5 Assigning a risk rating to each audit area:**

Risk rating is used to prioritize auditable entities and to estimate the Internal Audit hours considered necessary for an Internal Audit function to address the identified risks. Risk rating is to be allotted to each audit area, in the Audit Universe, based on interaction with key personnel, understanding the Systems and Controls, materiality mapping.

The Consultant should prepare Risk Matrix in such a manner that would indicate the materiality and likelihood of risk, which may occur to the organization. They should also make risk



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assessment and rating for each Audit area taking into consideration of both likelihood and materiality concepts of risk as given above.

## **2.1.6 Assigning frequency for each audit:**

Based on the study made for Risk rating of each activity and its materiality, the consultant should prepare a Matrix to ascertain the frequency of each audit within the span of three years. The frequency Matrix should be presented to the management with clarity.

## **2.1.7 Assigning number of auditors, time and skill required for each audit:**

The number of auditors, time and skill sets required for carrying out each audit should be assessed appropriately at the time of preparing Audit Universe. The assessment is to be based on the understanding of the business of the Company, nature of complexity involved, locations/activities to be covered, estimated time required for collection of data, time required for planning the commencement of audit and report writing.

## **2.1.8 Finalize the Audit Universe:**

Based on the experience and understanding gained during the visits to various locations/activities and discussions with Senior Managerial personnel, the Audit Universe of BCPL may be finalized. The Audit Universe should contain the list of audit areas to be covered by the Internal Audit Department / Technical Audit Department, frequency of each audit and skill set required for conducting the audits. On the basis of the audit universe, number of auditors required based on skills and number of Audits required to be carried out in a year, should be ascertained.

**3.0** The Consultant is required to give full presentation of the strategy adopted for the Audit Universe to the Management Audit Committee and Audit Committee after completion of the work and give a complete Report of Audit Universe for effective implementation in BCPL.

**3.1 Any modifications / suggestions given by Management Audit Committee and Audit Committee have to be incorporated in the report at no additional cost.**

**4.0** Each detailed audit program included in the Audit Universe as per the 3-year Audit plan should essentially incorporate the following detailed features:

- a. Preparation review of Control Objectives for Audit Processes (including preparation of Control Objectives of New areas) as defined by the consultant based on risk assessment (including Audit of Financial Statement, Cost Audit etc.).
- b. The control objectives shall emphasize on practical aspects relevant to BCPL considering inter-related business risks, both internal and external.
- c. Process document for study of existing control (system) manual and work of various audit areas.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

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- d. Use and configuration of Audit Information System of SAP for planning, auditing and report writing.
- e. Transaction Codes {Display T Codes} to be followed in the SAP systems and methods to be followed for auditing by the audit steps in the control objectives under different modules/ business process, the same needs to be mentioned in the audit program itself.
- f. Level of SAP authorization required by internal auditors to carry out audits.
- g. If any particular audit steps in the program are to be checked manually, the same needs to be mentioned in the audit program. Detailed audit steps for the same also need to be elaborated.
- h. Other common feature of the existing audit program like planning execution, reporting etc. need to be taken care of while formatting the updated/revised audit manual.

## 5.0 Development of Internal Audit Manual, Audit Checklists and RCM with the Audit Universe by synchronizing with

- a. The audit program.
- b. Current audit process.
- c. Requirement of manpower.
- d. Corporate governance.
- e. Other manuals and regulatory requirements.
- f. Internal Audit Standards issued by Institute of Chartered Accountants of India.

## 5.1 The following developments/ factors need to be additionally considered while evaluating the risks of different business processes & activities:-

- a. Relevant circulars and orders issued by different areas/ disciplines/ services.
- b. System surveillance.
- c. Fraud Prevention Policy.
- d. Risk Management & mitigation covering operational/ financial /environmental / security risk etc.
- e. Forensic Audit Concept.
- f. New Companies Act (e.g. revised Schedule VO, SEBI guidelines etc).
- g. XBRL (Extensible Business reporting Language).
- h. IND AS /IFRS Compliance.
- i. GST /Taxation Compliances with suggestions for appropriate tax strategy

## 6.0 The Risk Control Matrices including those required for statutory certification toward Corporate Governance and Listing Agreement as stipulated by Government of India w.r.t. Central PSU's along with the assessed identified risks on other business processes covering operational, financial, environmental, security risk etc. to be reviewed and documented encompassing the following components:

- a. Sub-Process.
- b. Risk.
- c. Risk Reference No.
- d. Control Objective.



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- e. Primary COSO Component.
- f. Significant GL Accounts impacted.
- g. Financial Statement Assertions impacted viz. Completeness, Validity, Recording, Cut-off, Valuation, Presentation and Safeguarding of Assets, Authorization, or Records Maintenance.
- h. Detailed Control Procedure.
- i. Frequency of Control
- j. Preventative or Detective?
- k. Manual, IT or Hybrid Control?
- l. Evidence of Control Procedure.
- m. Evaluate Design Effectiveness.
- n. Evaluate Operating Effectiveness.

**7.1** **Provide training to IA Team:** Consultant needs to provide training to all the members of IA / TA team for operationalizing the IA Plan / Manual. The above training program should cover following aspects and shall be spread over a period of minimum 2 weeks:

**Basic Training:**

- a. Orientation training for all audit personnel on risk based philosophy
- b. Exposure to International best practices with reference to the international auditing standard adopted by E&P companies.
- c. Internal Audit Process, audit report writing, follow-up and review.
- d. Use of SAP Audit Information System (AIS) Module for planning, auditing and report writing.

**7.2** Hands-on / joint audit of at least 5 audit areas [1 in Lepetkata, 1 in Lakwa, 1 in Dulijan, 1 in Guwahati and 1 in Noida] at par with international best practices including finalization of audit report and presentation of the same to BCPL management. The audit areas for hands-on /joint audit will be decided after finalization of audit universe, audit manual, audit checklist and RCM.

**7.3** Auditee awareness program for about 30 executives for 1 day at Dibrugarh.

**8.0** **Deliverables:**

- a. Detail Road Map (Start to End) of Execution of Service.
- b. Internal Audit Universe for 3 years.
- c. Internal Audit Plan for 3years.
- d. Internal Audit Manual.
- e. Audit Checklists for all the business processes of BCPL.
- f. Demo and testing of Audit Checklists to IA and TA team.
- g. RCMs for all the business processes of BCPL.
- h. Demo of RCM to the respective process owner/owners.
- i. Resource requirement conducting the IA for three years.
- j. Training to personnel from IA/TA Team for minimum 2 weeks.



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- k. Hand holding/ joint audit of least 5 audit areas.
- l. Auditee awareness program for about 30 executives for 1 day at Dibrugarh.
- m. Soft copy of Audit Universe, RCM, Audit Manual & Audit Checklist.
- n. Signed hard (binding) copies of following finalized documents:
  - a. Audit Universe- 25 copies.
  - b. Audit Manual-5 copies.
  - c. Audit Checklist-5 copies.
  - d. RCM- 5 copies.

## 9.0 Project timelines:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Consultant and shall be deemed to be "the essence of the contract" on the part of the Consultant and shall be reckoned from the date of issue of letter of award. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence as per time limits for each stage as mentioned below. The Consultant shall pay as compensation an amount equal to 0.5 % per week of delay or part thereof, subject to maximum of 7.5 % of the total value of the contract.

SI No	Stage	To be counted from	Timeline* in days
1	Detail Road Map (Start to End) of Execution of Service.	From the date of Letter of Award	21
2	Submission of Draft IA Universe for 3 years.	From the date of issue of Letter of Award (excluding the time taken for doing the kick off meeting).	45
3	Submission of Draft IA Manual including Audit Check Lists	From the date of finalization of IA Universe.	30
4	Submission of draft RCMs for business processes selected on basis of risk assessment.		30
5	Training to personnel from IA/TA Team for minimum 2 weeks.	From the date of finalization of IA Manual, Audit Check List and finalization of RCMs.	30
6	Auditee awareness program for about 30 executives for 1 day at Dibrugarh.	Within two weeks from the date of notification by BCPL.	
7	Hand holding support by way of deployment of resources for carrying out Internal Audit for 1 years ( Four quarter )on Co-sourced Model basis as per Risk Based Annual Audit plan approved by Audit Committee.	From the date of completion training to IA/TA members.	45**

\* Above timeline is exclusive of the time period to be taken by BCPL for finalization of the draft reports / documents.

•• Excluding travel time.

e-TENDER NO. BCPL/C&P/LE21W101SD/01840 FOR "HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR".





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**10.0 Travel. Boarding and lodging expenses:** Boarding /lodging and transportation expenses for such visits shall be borne by the auditing firm. He will not be reimbursed by BCPL for any boarding & lodging and transportation arrangements for his visits to BCPL. However if such discussion/meeting/presentation is happening outside BCPL Lepetkata premises, Boarding/lodging and transportation will be arranged by BCPL or the expenses incurred will be reimbursed by BCPL

**11.0 Payment Terms:**

Payment shall be made for part “A” and “B” after completion and acceptance of the job by BCPL Management. For part “C”, payment shall be made on quarterly basis after submission of the quarterly audit report and acceptance of the same by BCPL Management.



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**SECTION – VI**  
**SCOPE OF WORK [SOW]**  
**(INCLUDED IN SECTION-V)**

**Phase 1.A: Preparation of annual Risk Based Internal Audit Plan (RBIA) for 3 years**

e-TENDER NO. BCPL/C&P/LE21W101SD/01840 FOR “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.



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## **after conducting robust Risk Assessment and developing a Complete Audit Universe.**

Start the process by defining the audit universe, which is made of distinct “auditable entities” that, taken together include every part of your organization — all departments, divisions, systems, processes, subsidiaries, programs, activities, and even accounts. If it can be audited, it should be included in the audit universe as an auditable entity, even if there is no plan to perform an audit of that area in the coming year. The idea is to ensure nothing is overlooked. In short areas which represents all things (functions, locations, and processes) that are considered “auditable” by the Internal Audit.

1. Assess the Independent Risk Assessments which need to be documented. Working with key personnel throughout the organization, internal audit will evaluate the likelihood of significant risks in each auditable entity

2. Consult with management, the audit committee, and assurance providers such as external auditors, compliance officers, and internal controls specialists, and risk management specialists (**well-versed in Petrochemical Risks**). Questionnaires may be used as a tool to collect information or employee surveys may be evaluated. Internal audit may analyze comparative information about similar organizations or other types of evidence that can help build a complete understanding of the company’s risks.

3. The list of auditable entities is ordered from highest to lowest perceived risk, and brief descriptions are provided to explain why the area or process is considered high, medium, or low risk. Specific audits required by legislation or regulation are automatically moved to the top of the list.

## **4. Define the Annual Risk Based Audit plan for 3 FY from FY 2021-22 onwards on the basis of incorporating the following detailed features:**

- Define Objective, criteria and risk appetite
- Defines Audit Universe as “Audit universe comprises the activities, operations, units etc., to be subjected to audit during the planning period”
- Prepare detailed Risk Registers for all areas in Audit Universe
- Risk Prioritization and Rating
- Filter Risks (Acceptable Risks, under tolerance limit)
- Assess control environment
- Derive Residual Risk Rating
- Derive Frequency of Audit for each audit area in audit universe
- Develop Audit Plan for three year with audit area, functions, locations to be covered for audit
- Define requirement of Resources along with skill sets for conducting the audit as per the proposed audit universe and plan
- Define step by step process and approach for revisions required in audit plan every year and updating the complete Risk Based Audit Plan after three years.



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- Prepare a comprehensive audit template for all types of audit defined in scope and covering each unique entity defined

The following developments/ factors need to be additionally considered while evaluating the risks of different business processes & activities: -

- Relevant circulars and orders issued by different areas/ disciplines/ services.
- Fraud Prevention Policy.
- Understanding the Business Environment and processes
- Risk Management & mitigation covering Strategic / Compliance / Operational / Financial / Environmental risk etc.
- Consideration to Fraud Risk
- Relevant provisions of Companies Act, Tax , Accounting Regulation & other applicable laws
- Relevant and application Accounting and Auditing Standards issued by reputed professional bodies including ISO, ICAI, COSO, IIA etc.

## **Phase 1.B: Internal Audit Manual & Audit Check List**

Based on the current state assessment undertaken in Phase 1.A , the selected firm should provide inputs to revamp and strengthen the entire internal audit function including key components of audits as stated in phase- 1.A by providing recommendations on key areas of Internal Audit transformation from traditional method ( Approach mainly focused on a narrow scope , part or aspects of organization , areas or process & Compliances) to Integrated Risk Based Audit which provides Risk & value based auditing to improve the Business of organization as whole tin line with ‘best in class’ practices.

Design the key building blocks for strengthened ‘best in class’ Audit Framework of the Company in line with the prevailing regulatory guidelines, including but not restricted to the following :-

Prepare Internal Audit Manual and Audit Checklists with the Audit Universe by synchronizing with:

- Vision and Mission of the Internal Audit Function
- Objectives of Internal Audit aligned to overall objectives of the Company
- Internal Audit Charter
- Internal Audit Structure and team aligned to the Internal Audit Charter
- Process of selection and deployment of team in Internal Audit
- Use of External Resources of Internal Audit
- Internal Audit process and protocols
- Code of Ethics
- Audit Universe
- Risk Based Approach for updating the Audit Universe and Audit Plan



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- Determine Training, Co-Sourcing, and Administrative Expenses
- Internal Audit Execution and Procedures
  - Annual Audit Program
  - Coverage and Period for the audit
  - Sampling Methodology
  - Execution and Communication
  - Data Analytics
  - Documentation and Reporting
  - Risk Rating Criteria
  - Follow up procedures - Guidelines
- Detailed Audit Check for each area of Audit Universe including the following:
  - Process Steps and Activities to be audited
  - Various Risks, including fraud risks, applicable to the relevant audit areas
  - Process document for study of existing control (system / manual) and workflow of various audit areas.
  - Audit Steps and Checks to be performed for audit testing.
  - Use of Management Information System for planning, auditing and report writing.
  - Systems and methods to be followed for auditing by the audit steps against the control objectives under different modules/ business process, the same needs to be mentioned in the audit program it.
  - If any particular audit steps in the program are to be checked manually, the same needs to be mentioned in the audit program. Detailed audit steps for the same also need to be elaborated.
  - Other common feature of the existing audit program like planning execution, reporting etc. need to be taken care of while formatting the updated/revised audit manual.
- Consideration of various Internal Audit Standards issued by Institute of Chartered Accountants of India / IIA / best practices being deployed in large organization preferably Oil and Gas / Petrochemical companies while updating the Internal Audit Manual.
  - Develop a roadmap for rollout of the transformed Audit Framework.
  - Support the Company's internal team in implementation of the transformed Audit Framework.

Provide training support including design of training material on the transformed Audit Framework.

## **Phase 1.C Providing Support Services on CO-Sourcing model basis for Internal Audit function based on Approved Risk Based plan for One Years.**



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## Requirement for support services Audit Team:-

1. The Audit Team should be headed by a Team Leader (CA/CMA) and have minimum 10 years of post qualification experience. He should have been earlier involved as Team Leader for designing Audit Universes , Internal Audit Manual and Risk Control Matrix (RCM) of at least one large size in the Oil & Gas , Petrochemicals /Chemicals /Fertilizers /Power Generation / Steel Industry /Other manufacturing industry having an annual turnover of minimum Rs 500 Crores during the year of Audit .

2. Team Leader shall be visiting BCPL at least **three days per quarter**, and he shall be visiting BCPL any number of times on need basis to assist his team deputed in BCPL or another discussion with BCPL management. Boarding /lodging and transportation expenses for such visits will be borne by the auditing firm. Audit team deputed in BCPL shall consist of **minimum three numbers** (two finance and one technical person as described below). They will carry out the audit in various areas as described in scope of work in approved **RBIA**. The team should have very good Knowledge of SAP and computer skills and shall have good auditing experience;

3. Audit Team should conduct the audit for **minimum 16 days in a quarter** in BCPL. The audit firm has to submit their price breakup (table 1) for the auditing team deputed in BCPL, along with priced quote. In case of shortage of minimum attendance of the auditing team deployed in BCPL, payment will be deducted proportionately.

4. At any point of time during the period of site deployment at least two finance and one technical member shall be present at site.

5. Two finance members of the support services audit team deputed in BCPL should be CA/ICWA/CIA/CIMA/MBA (Finance) from a reputed university, and they should have minimum 3 years auditing experience in an Oil exploration/ chemical/oil refinery /petrochemical/fertilizers/ Power Generation Utilities/Steel Industry/ other manufacturing industry.

One technical member of the support services audit team deputed in BCPL should have Graduate qualification in Engineering from a reputed university and he should have minimum 10 years auditing /Industry experience in an Oil exploration/ chemical/oil refinery/petrochemical/fertilizers/ Power Generation Utilities/Steel Industry/ other manufacturing industry.

6. Additional manpower, as required, shall be deployed by the bidder based on audit need, to fulfil the condition of completing the audit in timely manner as per scope.

7. Bio data of the members along with proof of relevant qualification and certificates of the Support services audit team deployed in BCPL has to be submitted after award of the contract for review and approval of BCPL, without approval of the BCPL no audit persons shall be deployed



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8. Bidder is allowed to make like-to-like replacements during the execution of the contract

9. In addition, during the execution of the contract, BCPL shall monitor the performance/quality of work of the person/s and may change the deployment of person/s depending on their performance/quality of work. In such cases, the audit firm shall mobilize replacement personnel within seven days of communication from BCPL. Failure to do so on more than two occasions (within entire contract period) may lead to termination of the contract

10. Audit firm shall provide all field audit personnel of the audit team with individual personal protection equipment (PPE) like industrial safety shoes, helmets, hand gloves, earplugs, facemask, boiler suits etc. and ensuring that all PPEs are worn by the deployed persons at work during field visits. Audit firm shall ensure the personnel deployed in BCPL for auditing has sufficient group insurance cover.

**11. Other Office Arrangements:** The Internal audit firm shall make their own arrangements for office stationary and other office equipment facilities. A separate place with table, chairs and computers for the Internal Auditors and their staff shall be provided by the BCPL. Canteen facilities are available, support services audit team can avail the facilities on payment basis. Support services audit team deployed in BCPL can utilize the Common transportation bus facility arranged for BCPL staff to commute between Dibrugarh Town and BCPL site. Separate transportation facilities will not be arranged for this purpose.

11. **Reporting Pattern:** The report has to be submitted on a quarterly basis. The Internal Audit Report and the Reporting procedure shall be as per the guidelines prescribed by Institute Of Internal Auditors in adherence to international Professional Practices Framework (IPPF).

12. Boarding /lodging and transportation expenses for such visits shall be borne by the auditing firm. He will not be reimbursed by BCPL for any boarding & lodging and transportation arrangements for his visits to BCPL. However if such discussion/meeting/presentation is happening outside BCPL Lepetkata premises, Boarding/lodging and transportation will be arranged by BCPL or the expenses incurred will be reimbursed by BCPL

13. **Payment terms:** Payment shall be made for part “A” and “B” after completion and acceptance of the job by BCPL Management. For part “C”, payment shall be made on quarterly basis after submission of the quarterly audit report and acceptance of the same by BCPL Management.

14. **Deliverables:**

- o. Detail Road Map (Start to End) of Execution of Service.
- p. Internal Audit Universe.



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- q. Internal Audit Plan for 3years.
- r. Internal Audit Manual.
- s. Audit Checklists for all the business processes of BCPL.
- t. Demo and testing of Audit Checklists to IA and TA team.
- u. RCMs for all the business processes of BCPL.
- v. Demo of RCM to the respective process owner/owners.
- w. Resource requirement conducting the IA for three years.
- x. Training to personnel from IA/TA Team for minimum 2 weeks.
- y. Hand holding/ joint audit of least 5 audit areas.
- z. Audittee awareness program for about 30 executives for 1 day at Dibrugarh.
- aa. Soft copy of Audit Universe, RCM, Audit Manual & Audit Checklist.
- bb. Signed hard (binding) copies of following finalised documents:
  - e. Audit Universe- 25 copies.
  - f. Audit Manual-5 copies.
  - g. Audit Checklist-5 copies.
  - h. RCM- 5 copies.

## SECTION-VII

### **HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

#### 1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).





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- 2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS
- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of 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 equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge 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 at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

## 1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'



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925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 - 1986 [Part-II]	Leather Safety Boots & Shoes
557 - 1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Molding Sole
983 - 1978	Eye Protectors
167 - 1979	Ear Protectors
521 - 1983	Industrial Safety Belts & Harnesses



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## **SECTION-VIII**

### **SCHEDULE OF RATES [SOR]**

**[To be quoted in BoQ through**

**<https://etenders.gov.in/eprocure/app> ]**

**&**

### **BID ASSESSMENT CRITERIA/BID EVALUATION METHODOLOGY**



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## SCHEDULE OF RATES

SL	Description	UOM	No's (A)	Unit Rate in INR excluding GST(B)	Total Amount in INR excluding GST (C) = (A) X(B)
1	Professional charges for preparation of Risk Based Audit Plan for three years, developing an Audit Universe, preparation of Internal Audit Manual & Checklists – 1.A & 1.B	Number	1	To be Quoted	To be Quoted
2	Professional charges to provide support services for Internal Audit as per scope of work (Detailed Breakup to be provided in Phases – 1. C	Quarter	4	To be Quoted	To be Quoted

**Note:**-Rates mentioned in the above Table will be used to deduct the Quarterly invoice amount, for any attendance shortage in the auditing team deputed in BCPL from the minimum stipulated days as mentioned .i) Price quoted above is exclusive of applicable taxes (if any).Minimum recommended fees estimated based on the guidelines prescribed by The Institute of chartered Accountants of India (ICAI) for the above mentioned professional assignment is INR 5,74,000/- (for 1 C) for the entire year , Bidders should take note of the same and quote accordingly. The support services include providing inputs to other service providers for implementation of Data Analytics and Audit Tools as may be required.



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## SCHEDULE OF RATES

**Break up of party 1C to be provided along with the financial bid in the SOR.**

1.C	<i>Breakup of Professional Charges to provide support services for Internal Audit</i>	<i>UOM</i>	<i>No of Man-days Per quarter (A)</i>	<i>Unit rate in INR excluding GST ( B)</i>	<i>Total Price in INR excluding GST ( C ) = (A) X(B )</i>
	<i>Finance persons Deployed for support services for internal audit in BCPL as mentioned in conditions of contract-Phase 1.C</i>	<i>Man days</i>	<i>128</i>		
	<i>Technical person Deployed for support services for internal audit in BCPL as mentioned in conditions of contract clause - Phase 1.C</i>	<i>Man-days</i>	<i>64</i>		



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

**Brahmaputra Cracker and Polymer Ltd.**

(A Government of India Enterprise)

## **ANNEXURE-I to Methodology for Evaluation of Technical Score(T)**

### **(Bid Assessment Criteria/Bid Evaluation Methodology)**

Parameters	Criteria	Documents required in support of Experience Criteria	Maximum Eligible Marks for evaluation
Specific Mandatory Experience- Team Leader	<p><b><u>Team Leader</u></b> Must be a CA/CMA and have minimum 10 Years of post-qualification experience and should have been involved as Team Leader for designing Audit Universes, preparing Risk Based Internal Audit Plan and Internal Audit Manual, Audit Check List &amp; Risk Control Matrix (RCM) for Oil and Gas / Petrochemical Companies of at least one of large size Company having Turnover INR 500Crores during last 3 FY .He must have attest 3 years of experience in managing internal audit having Turnover of minimum INR 500 crores during the year of Audit involving Oil &amp; Gas s /Petrochemical /Fertiliser /Refinery Sector in India. <i>(if minimum 10yrs experience is not met w.r.t. the above given criteria, then marks will not be considered for evaluation of bid)</i></p>	<ol style="list-style-type: none"><li>1. Membership certificate issued by the Institute (The Institute of Chartered Accountants of India/The Institute of Cost Accountants of India) of the Team leader.</li><li>2. Work order and completion certificate for designing audit universe, preparing Risk Based Internal Audit Plan and Internal Audit Manual, Audit Check List &amp; Risk Control Matrix for Oil &amp; Gas/ Petrochemical Companies having turnover of more than INR. 500 Crore during last 3 years.</li><li>3. Documents in support of 3 years of experience of Internal Audit in Oil &amp; Gas/Petrochemical/Fertilizer/Refinery sector in India having turnover of more than INR.500 Crore.</li><li>4. Complete description of jobs handled as per the mentioned criteria duly certified by the principal officer of the bidder.</li><li>5. Documents to validate the association of the person with the bidder (e.g. Partnership deed, appointment letter etc).</li></ol>	<b>30</b>
<b><u>Domain Expert ( Financial )</u></b>	<p>Must be CA/CMA /CIA /CIMA /MBA (FINACE) with at least 5 years of experience in Business process of Petrochemical Industry / Refinery with knowledge of Industry Analysis &amp; familiar with SAP &amp; Internal Auditing, Audit Universes &amp; Risk Control Matrix. He should have SAP domain knowledge <i>(if minimum 5yrs experience is not met w.r.t. the above given criteria, then marks will not be considered for evaluation of bid)</i></p>	<ol style="list-style-type: none"><li>1. Membership certificates for CA/CMA/CIA/CIMA and qualification certificates for MBA (Finance) of the domain expert to be deputed.</li><li>2. Work order and completion certificate for job done in Business Process of Petrochemical Industry/ Refinery.</li><li>3. Complete description of jobs handled as per the mentioned criteria duly certified by the principal officer of the bidder.</li></ol>	<b>20</b>

**e-TENDER NO. BCPL/C&P/LE21W101SD/01840 FOR “HIRING OF SERVICE OF CONSULTANT FOR PREPARATION OF RISK BASED AUDIT PLAN FOR 3 YEARS, DEVELOPING AN AUDIT UNIVERSE, PREPARATION OF INTERNAL AUDIT MANUAL & CHECKLISTS AND PROVIDING SUPPORT SERVICES ON CO-SHARING BASIS FOR INTERNAL AUDIT FUNCTION FOR 1 YEAR”.**



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

## Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

		<ol style="list-style-type: none"><li>4. Documents in support of SAP Domain knowledge.</li><li>5. Documents to validate the association of the person with the bidder (e.g. Partnership deed, appointment letter etc).</li></ol>	
<b><u>Domain Expert (Technical)</u></b>	Deployment of one qualified Technical Graduate preferably in Chemical / Petroleum / Mechanical / Electrical having experience of more than 10 year, who shall be deployed onsite for at least 10 working days in Phase 1.A & Phase 1.B.till completion of work covered under scope <i>(if minimum 10yrs experience is not met w.r.t. the above given criteria, then marks will not be considered for evaluation of bid)</i>	<ol style="list-style-type: none"><li>1. Documents in support of education qualification.</li><li>2. Complete description of jobs handled as per the mentioned criteria duly certified by the principal officer of the bidder.</li><li>3. Documents to validate the association of the person with the bidder (e.g. Partnership deed, appointment letter etc).</li></ol>	<b>15</b>
<b><u>Risk Assessment Experts</u></b>	The firm should engage a Professional Certified Risk Assessor/ management experts of repute who is well versed in Petrochemical Risks for making a Robust Risk Assessment of BCPL	<ol style="list-style-type: none"><li>1. Certificate of the Risk Assessor.</li><li>2. Complete description of jobs handled for Petrochemical Risk Assessments duly certified by the principal officer of the bidder.</li><li>3. Documents to validate the association of the person with the bidder (e.g. Partnership deed, appointment letter etc).</li></ol>	<b>15</b>

### NOTE:

1. Evaluation of the bids will be done **first against the BEC (Financial)** stipulated in relevant Section (**Section-II**) of the tender document to qualify the bidder(s). The **Technical score (T)** of only the qualified bidders will be calculated based on the documents submitted as mentioned above Annexure-I which will carry a maximum of 80 marks.
2. Commercial evaluation of a bidder will be done based on the price quoted by them in the BoQ.
3. The final Score (S) will be calculated based on the formula mentioned in Section-II of tender document.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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**Brahmaputra Cracker and Polymer Ltd.**

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## Following is an example to explain how a bidder will be awarded:

**e.g.** – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A\*100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidders (say C) as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder \* 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95*80 = 80.0$	$60/71*20 = 16.9$	$80.0+16.9 = 96.9$
2	B	85	65	$85/95*80 = 71.6$	$60/65*20 = 18.5$	$71.6+18.5 = 90.1$
3	C	90	60	$90/95*80 = 75.8$	$60/60*20 = 20.0$	$75.8+20.0 = 95.8$

**In the above example Bidder A with highest score becomes the successful bidder.**

4. *The bidder scoring the highest marks based on the criteria given above will be awarded all the assignments given in scope of work.*





**(TENDER TO BE SUBMITTED IN e-MODE IN NIC  
CPP PORTAL)**

<https://etenders.gov.in/eprocure/app>

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

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