



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदा संख्या/ E-TENDER NO:

BCPL/C&P/LE25W061DD/03460

[E-tender id no.:2025_BCPL_246960]

निविदा दस्तावेज़ / TENDER DOCUMENT FOR

DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	22.09.2025 & 14:30 HRS
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	23.09.2025 & 15:00 HRS
पूर्व बोली बैठक की तिथि व समय Pre-Bid Meeting Date & Time	:	08.09.2025 & 15:00 HRS

ईएमडी मूल्य / EMD Amount	:	INR 6,00,000.00 (submit online) Submission of EMD is online through SBI MOPS provided in the portal (https://etenders.gov.in/eprocure/app). (Refer clause no.16 of ITB. However, there is no exemption to MSE bidders for Submission of EMD)
निविदा शुल्क/Tender Fee	:	Not applicable



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भाग- I
SECTION – I

बोली हेतु आमंत्रण(आईएफबी)
INVITATION FOR BIDS (IFB)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SECTION - I

INVITATION FOR BID [IFB]

To,

DATED: 30.08.2025

PROSPECTIVE BIDDERS

SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

E-TENDER NO.: BCPL/C&P/LE25W061DD/03460

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.	
(B)	TENDER NO. & DATE	Bidding document No.: BCPL/C&P/LE25W061DD/03460 DATED: 06.08.2025 E-tender Id No.:	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	☐
		TWO BID SYSTEM	☒
(D)	TYPE OF TENDER	E-TENDER	☒
		MANUAL	☐
(E)	DELIVERY SCHEDULE CUM COMPLETION PERIOD	The Vendor shall submit equipment design data, Layout drawing, GAD, P&ID, piping drawing, cable route drawing, SLD, QAP, BOM (Bill of materials) and datasheet to BCPL for approval within 45 days from placement of Fax of Acceptance (FOA)/Letter of Acceptance (LOA) whichever is earlier. BCPL shall approve the aforesaid equipment design data, Layout drawing, GAD, P&ID, piping drawing, cable route drawing, SLD, QAP, BOM (Bill of materials) and datasheet within 15 days from the date of submission of the same by the bidder to BCPL.	



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		The contractor shall complete the remaining works under the scope of tender including delivery of materials, fabrication, installation, commissioning & testing within 7 (seven) months from the date of approval of equipment design data, Layout drawing, GAD, P&ID, piping drawing, cable route drawing, SLD, QAP, BOM (Bill of materials) and datasheet by the Engineer-in-charge/authorised representative of BCPL.	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	☒
		NOT APPLICABLE	☐
		Amount: INR 6,00,000.00 Submission of EMD is online through SBI MOPS provided in the portal (https://etenders.gov.in/eprocure/app). (Refer clause no.16 of ITB. However, there is no exemption to MSE bidders for Submission of EMD)	
(F1)	DECLARATION FOR BID SECURITY	Startup/CPSE is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From (....Hrs, IST) to (....Hrs, IST) on following websites: (i) http://www.bcplonline.co.in/ (ii) Govt. CPP Portal /BCPL's e-Procurement Portal (e-Portal)- https://etenders.gov.in (iii) PMC, if any:	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	08.09.2025 at 15:00 HRS through video Conference on prior intimation of participation by interested bidders to the undersigned. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2	
(I)	BID DUE DATE AND TIME (ON OR BEFORE)	22.09.2025 upto 14:30 HRS	
(J)	DATE & TIME OF UN-PRICED BID OPENING	23.09.2025 at 15:00 HRS.	
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Debajyoti Das Designation: SM (C&P) Phone No. & Extn : Mobile No.: 8811047616/8638223044 E-mail : debajyoti@bcplindia.co.in / arindamr.handique@bcplindia.co.in	
(L)	DEALING BCPL'S OFFICE ADDRESS	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006,	



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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 (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading in the bid on BCPL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-
 - i) EMD/Bid Security (if applicable)
 - ii) Line of Credit (if applicable)
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bidding Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.
- 9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 **REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GEM)**



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

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

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

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

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

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

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

This is not an Order.

For & on behalf of

For BRAHMAPUTRA CRACKER & POLYMER LIMITED

(Authorized Signatory)

Name: Debajyoti Das

Designation: SM (C&P)

E-mail : debajyoti@bcplindia.co.in/arindamr.handique@bcplindia.co.in

Mobile No.: +91-8811047616/8638223044



भाग– II
SECTION – II

बोली मूल्यांकन मान दंड(बीईसी)
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



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SECTION-II

**BID EVALUATION CRITERIA & EVALUATION
METHODOLOGY**

A) BID EVALUATION CRITERIA (BEC):

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

A.1.1 Bidder must have executed/completed at least 03 (three) Order/Contract/LOA/Agreement of 'similar work' of value not less than Rs. 141.60 Lakhs for each Order/Contract/LOA/Agreement in previous seven (07) years prior to the due date of bid submission.

OR

Bidder must have experience of at least 02 (two) Order/Contract/LOA/Agreement of 'similar work' of value not less than Rs. 177.00 Lakhs for each Order/Contract/LOA/Agreement in previous seven (07) years prior to the due date of bid submission.

OR

Bidder must have experience of at least 01 (one) Order/Contract/LOA/Agreement of 'similar work' of value not less than Rs. 283.20 Lakhs in previous seven (07) years prior to the due date of bid submission.

Note to above BEC clause No. A.1:

- (i) Definition of 'executed' means: Fully executed and completed as per contract / order.**
- (ii) Similar work means "Design, Engineering, Supply, Installation and Commissioning of Automatic Rim Seal Fire Protection System"**

OR

"Design, Supply, Installation and Commissioning of Automatic Rim Seal Fire Protection System"

OR

"Supply, Installation and Commissioning of Automatic Rim Seal Fire Protection System".

- (iii) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at Sl. No. A.4 below.**



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A.2 BEC- Financial: (as a single bidder):

A.2.1 *TURN OVER:* *The average annual turnover of the bidder must have the minimum value of Rs. 177.00 Lakhs during preceding three financial years ending on 31st March'2025. i.e. FY: 2024-25, 2023-24 & 2022-23.*

In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2024-25 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 three financial year prior to FY: 2024-25 i.e. FY: 2023-24, 2022-23 & 2021-22. Accordingly, Annual Turn-over of the bidder for the FY: 2023-24, 2022-23 & 2021-22 shall be considered.

A.2.2 *NET WORTH:* *Net Worth of the bidder should be positive as per the preceding financial year i.e. FY: 2024-25.*

In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2024-25 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: 2024-25 i.e. FY: 2023-24 along with un-price bid. Accordingly, Net Worth of the bidder for the FY: 2023-2024 shall be considered.

A.2.3 *WORKING CAPITAL:* *The bidder should have minimum working capital of value Rs. 35.40 Lakhs as per the last audited financial statement for the year. i.e. FY: 2024-25.*

In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2024-25 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: 2024-25 i.e. FY: 2023-24 along with un-price bid. Accordingly, working capital of the bidder for the FY: 2023-24 shall be considered.

*If the bidder's working capital is negative or inadequate as per BEC clause no. A.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-9**, having net worth not less than **Rs. 100 Crores**, confirming the availability of the line of credit for at least **Rs. 35.40 Lakhs** as mentioned above at BEC clause no. A.2.3 (Format specified in tender document).*



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

Note to A.2:

If bid closing date is before 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that (i.e., 2023-24, 2022-23 & 2021-22). Wherever the closing date of the bid 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 i.e. FY: 2024-25, 2023-24 & 2022-23 (subject to Govt. circular for extension of the last date for finalization of account).

A.3 Relaxed Norms for Startups (prior experience criteria/ BEC technical & Prior Turnover Criteria): *Not applicable in this tender.*

A.4 Documents/Documentary Evidence required to be uploaded (submitted) in e-Portal of BCPL by bidder along with the other bid documents for qualifying the BEC mentioned at Sl. No. A.1 & A.2:

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



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Sl. No.	BEC Clause No.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
2.	A.2	Financial Experience Criteria- Document [All audited financial statements/documents {balance sheet and profit & loss account statement under A.2.1, A.2.2 & A.2.3 of above BEC} to be uploaded (submitted) must be duly Certified/attested by Notary public with legible stamp.]	
3.	A.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy(ies) of audited financial statement(s) (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. A.2.1.
4.	A.2.2	Net worth	Bidder(s) shall submit/upload copy(ies) of audited financial statement(s) (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. A.2.2.
5.	A.2.3	Working capital	Bidder(s) shall submit/upload copy(ies) of audited financial statement(s) (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. A.2.3.
6.		Format, F-10	"Details of financial capability of bidder" shall be uploaded (submitted) in the prescribed Format, F-10 (of tender document) duly signed and stamped by a Chartered Accountant only .

Note to above Bid Evaluation Criteria (Serial No. A of BEC):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) Experience of a bidder acquired as a Sub-Contractor can be accepted against submission of certificate from end-User / Owner / PMC by such bidder along with other specified documents. A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC, subject to submission of following documents in support of meeting the "Bid Evaluation Criteria":
 - a) Documentary evidence / Certificate by the end-User / Owner / PMC, with regards to approval of Bidder / engaging Bidder / execution by the Bidder as a Sub-Contractor to the Main Contractor.



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- b) *Work order and Completion Certificates indicating the value of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).*
- (iii) *Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion / performance certificate, the certificate will be asked for and considered. However, no new reference / PO/WO/LOA/Agreement is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid.*
- (iv) **Commercial queries pertaining to BEC (Financial):**
Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information / documents issued post final bid due date shall not be considered for evaluation.
- (v) *BCPL may or may not seek any clarifications regarding documents against BEC after Technical bid(Un-priced bid) opening, hence bidder must submit proper/relevant documents against BEC and failing of which offer is liable for rejection.*
- (vi) *The cut-off date for meeting the criteria of BEC of the tender shall be the due date for bid submission.*
- (vii) *Apart from above, Bidder must submit all other relevant documents / information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.*
- (viii) *Startups are exempted from submission of EMD (If Applicable). However, Bid Security Declaration to be submitted by all the participating bidder(s) as per the format provided in the tender document.*
- (ix) *Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid-up share capital of the bidding company or vice versa: Applicable as per ITB.*
- (x) *Procurement from a bidder which shares a land border with India: Applicable as per ITB.*

B) Methodology for Evaluation of Bids:



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B.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".

B.2 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/SOR/Price breakup will be corrected by the Employer as per the clause "Correction of Errors" of ITB.

B.3 Bid(s) of techno-commercially acceptable bidder(s) will be evaluated on **overall L1 basis** and will be considered for award. Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST), therefore, the input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids. In case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. In case any cess on GST is applicable same shall also be considered in evaluation.

B.4 In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year. Bidder to submit latest Complete Audited Annual Report/ Financial Statements- Balance sheets and Profit and Loss Accounts statements including its all Schedules of the last audited financial year along with the Bid. In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.

B.5 Preferences:

- i) Purchase preference under MII-PPP- Applicable as per ITB
- ii) Purchase preference for Micro and Small Enterprises (MSEs) Order, 2012- Not Applicable.
- iii) Purchase Preference to CPSEs-Not Applicable.

C. Contract Performance Security (CPS) / Security Deposit (SD):

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

- a) 10% of Total Order / Contract Value (exclusive of GST) within 30 days of FOA/notification of award.

OR

- b) Initial security deposit (ISD) @ 5% of Total Contract Value in case contract within 30 days of FOA/notification of award and deduction @ 10% of the RA bill subsequently from



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RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract Value.

It must be valid for 3 months beyond the Defect Liability Period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.



भाग– III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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



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SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

- 1.1 The Employer as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /Bid Document**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

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

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

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

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



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

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

- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the Contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/JV's/Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.7 Power of Attorney:
Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder(including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).
- The Power of Attorney shall be issued as per the constitution of the bidder as below:
- a) **In case of Proprietorship:** by Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
 - d) **In case of Public / Limited Company:** PoA in favourof authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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



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

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

4 ONE BID PER BIDDER:

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

4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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

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

4.3 Alternative Bids shall not be considered.

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



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5 COST OF BIDDING:

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

6 SITE VISIT:

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

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT:

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 8 & 9":

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

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



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

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

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

8 CLARIFICATION OF TENDER DOCUMENT:

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded BCPL's tendering web site / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS:

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB/communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.



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[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID:

11.1 IN CASE OF MANUAL TENDERING:

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
- (k) Self-certification by bidder who class-I /class-II Local Supplier towards mandatory minimum Local Content, if applicable.
- (l) Certificate by Statutory Auditor/Cost Auditor/ Chartered Accountant of bidder who class-I /class-II Local Supplier towards mandatory minimum local content as per *Form-2 to Annexure-C to Section-III*, if applicable.
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-14'



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- (p) 'Indemnity Bond' as per 'Form F-15'
- (q) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
- (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (s) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

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

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



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11.2 IN CASE OF E-TENDERING:

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

11.2.1 PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID" comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal.

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

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

11.2.2 PART-II: PRICE BID

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

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

12 BID PRICES:

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

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



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- 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 be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 13 **GST (CGST & SGST/ UTGST or IGST)**
- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL for period of six months after following the due procedure. This



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action will be in addition to the right of recovery of financial implication arising on BCPL.

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

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

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

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

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

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

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

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

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

- 13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the



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executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

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

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

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

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



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13.10 Anti-profiteering clause

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

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

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

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

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

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

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

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

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

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and



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details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

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

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

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

14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

15 **BID VALIDITY:**

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

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

- 16.1 Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) through SBI MOPS or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. [May refer User manual through the link <https://www.bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> for submission of online EMD enclosed with this tender.]

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



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- 16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs.100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 ~~MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP 2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.~~



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

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

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.

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

16A DECLARATION FOR BID SECURITY

MSEs, Startups, CPSEs are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.

17 PRE-BID MEETING (IF APPLICABLE):

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

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL e-tendering website against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of a 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.



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18 FORMAT AND SIGNING OF BID:

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.
- 18.3 *In case of e-tendering, digitally signed documents to be uploaded as detailed in link of procedure for e-tendering placed at Annexure-III to Section III.*

19 ZERO DEVIATION AND REJECTION CRITERIA:

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

19.2 REJECTION CRITERIA:

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid



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- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT:**

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

[D] – SUBMISSION OF BIDS

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

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

22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations



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of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BCPL's website/ communicated to the bidders.

23 LATE BID:

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

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

In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/ physical documents shall be returned immediately.

23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

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

24 MODIFICATION AND WITHDRAWAL OF BID:

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of



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withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number:....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

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

[E] BID OPENING AND EVALUATION:

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

- 25.1 BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by BCPL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of BCPL shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;



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- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 Un priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27 CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE 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.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.



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29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose 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 condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive { both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:



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- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS:

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
 - (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
 - (iv) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.
- 30.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.



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31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32 EVALUATION AND COMPARISON OF BIDS:

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

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE:

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017/ Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure C herewith.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GePNIC portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.

[F] – AWARD OF CONTRACT

35 AWARD:

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

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

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

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



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- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form



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of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

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

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and ~~forfeiture of the EMD/action~~ as per declaration for Bid Security.

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

- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.

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

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



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

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

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 ~~The Fraud Prevision Policy document is available on BCPL’s website (www.bcpionline.co.in).~~
- 39.3 ~~Name and contact details of nodal officer refer BDS:~~

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

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

The Contractor/Bidder understands and agrees that in such cases where Contractor /Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on such Contractor/Bidder and the ‘Arbitration Clause’ in the GCC and other “CONTRACT DOCUMENTS” shall not be applicable for any consequential issue /dispute arising in the matter.



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40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE):

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

~~i) Issue of tender document to MSEs free of cost.~~

~~ii) Exemption to MSEs from payment of EMD.~~

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

41 AHR ITEMS

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

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

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith.



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43. INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

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

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

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

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

(II) Twice the rate or rates in force

(III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL:

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

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

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

44. DISPUTE RESOLUTION MECHANISM

1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

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

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

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

(iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract



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- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by Conciliation in accordance with the BCPL Conciliation Rules, 2025 as below:

2. CONCILIATION

Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2025 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time as per above clause, may be referred for conciliation in accordance with BCPL Conciliation Rules 2025 as amended from time to time. A copy of the said rules have been made available on BCPL web site i.e <https://bcplonline.co.in/>.

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and BCPL Conciliation Rules, 2025. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

3. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 3.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, and Conciliation as per BCPL Conciliation rules, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 3.1 below or Institutionalized Arbitration as provided at Clause 3.2 below, the remaining clauses from 3.3 to 3.7 shall apply to both Ad-hoc and Institutional Arbitration:-

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



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

OR

- 3.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 3.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 3.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be Guwahati, Assam only.
- 3.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Guwahati.
- 3.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.10 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 3.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 10 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 10 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

4. GOVERNING LAW AND JURISDICTION:

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



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

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

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

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

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

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

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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



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

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

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

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

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

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

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

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

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

51 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS



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

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

52. ANJANI PORTAL – Not Applicable

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

~~Accordingly, GAIL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/fmlogin.aspx>). Accordingly, Contractor/Service Provider/Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~

~~Further, User Manual is also available on aforesaid portal.~~

53. DOCUMENTS FOR PAYMENT:

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

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

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

54. ORDER TRANSMITTAL SYSTEM: Not Applicable

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

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

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to~~



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~~download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.~~

55. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)- Works:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

.....



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Annexure-A

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

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

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

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

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

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

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

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

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



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Note:

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

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

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

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

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

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

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

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



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Appendix-A1 to Annexure-A

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

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

Whereas

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

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

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

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

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

Witness:

- 1)
- 2)

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

Witness:

- 1)
- 2)



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Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 7th Floor, NRL Centre, 122A G.S Road, Christian Basti, Guwahati, Assam, Pin - 781005, and having Purchase center at hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

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

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

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

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

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

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and



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

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

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

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

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

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

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

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

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



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Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)
M/s

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



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Appendix-A2A to Annexure-A

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

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

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahmputra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the "CONTRACTOR/
SUPPLIER/SERVICE PROVIDER" which expression shall wherever the context so require include
its successors and assignees) have been placed/ awarded the job/work of
_____ vide PO/LOA/FOA No.
_____ dated _____ (herein after called CONTRACT/ ORDER) for
Brahmputra Cracker and Polymer Ltd. having registered office at 7th Floor, NRL Centre, 122A G.S
Road, Christian Basti, Guwahati, Assam, Pin - 781005 & project office at Administrative Building,
BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after called the "BCPL" which expression
shall wherever the context so require include its successors and assignees).

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

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

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



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

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



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

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

E-mail :

Telephone/Mobile No. :

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered



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- with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
4. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

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

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



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Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

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

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

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

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

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or



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more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
- Note :
- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
 - (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the



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Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & III of this order.

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

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

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B.

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

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

11. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

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



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Form-IA of Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA".

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

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

Dear Sir

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

(i) Bidder is not from such a country []

(ii) If the Bidder is from such a country []
which shares a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

.....



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Form-I-B of Annexure-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology cases only)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA".

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

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

Dear Sir

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

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

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

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

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

.....



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Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA".

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

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

Dear Sir

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

(i) Bidder is not from such a country []

(ii) If the Bidder is from such a country []

which share a land border with India, has been registered with the Competent Authority.

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

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

We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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Schedule I

List of Category-I Sensitive sectors:

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

Schedule II

List of Category-II Sensitive sectors:

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

Schedule III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

.....



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Annexure-C

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

- 1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FPPNG-Part (4) (E-17013) dated 21.08.2024 has notified the Public Procurement (Preference to Make in India), Order 2017 (PPP-MII)-Revision issued by DPIIT on 19.07.2024.

The following modifications as per Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 from MoP&NG and incorporated in Para 1.0 above shall continue:

- Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 Crore.
- HP-HT operation in upstream oil and gas turbines activities shall be exempted from applicability of the Order.

Whereas, in respect of Local value addition through services, as per communication no. F.No. FP-200 I 312120 I7-FP-PNG-Part (4) (E-41432) dated 26.03.2024 of MoP&NG, the same is modified as under:

Local Value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc. shall continue to be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

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

3.0 **DEFINITIONS:-**

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

Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation and the scope of this relaxation shall be limited to the items (as per list enclosed) to be installed/operated in flammable environment of Oil and Gas processing industry.

Explanatory notes for calculation of local content given below:

- a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.



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- b) The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows:

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/ makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.

- b) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
 - c) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
- (ii) **‘Class-I local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.
- ‘Class-II local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.
- ‘Non - Local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- (iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.
- (iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.



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- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Brahmputra Cracker and Polymer Ltd. (BCPL)
- (xii) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

3A Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

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

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 **MANDATORY SOURCING OF ITEMS, WITH SUFFICIENT LOCAL CAPACITY AND COMPETITION, FROM CLASS-I LOCAL SUPPLIERS IN SI/EPC/TURNKEY CONTRACTS/SERVICE TENDERS**

- (a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."



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- (b) Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

7.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.



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- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - iii. "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders**
- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:
- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

8.0 EXEMPTION IN SOURCING OF SPARES AND CONSUMABLES OF CLOSED SYSTEMS FOR PURCHASE PREFERENCE

Procurement of spare parts/consumables and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

9.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION



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- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-1) that the item offered meets the minimum local content for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-1 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form-2.

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification" duly certified by cost/ chartered accountant in practice For cases where it is not possible to provide -certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-III Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"



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- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



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FORM-1 of Annexure-C

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-2 of Annexure-C

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

[Applicable for Procurement/Purchase value in excess of Rs.10 Crores]

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.



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

[Not applicable in this tender]

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

264-C, North Block, New Delhi.

18.05.2023.

OFFICE MEMORANDUM

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

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

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

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

Guidelines

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

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



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

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

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

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

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs



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

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

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



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Annexure

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

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

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

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

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.



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Annexure-I

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

A Definitions:

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

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

A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the 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” in this Annexure.

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

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

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

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

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

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

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

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



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

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

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

(iii) After expiry of DLP/ Warranty/Guarantee Period

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

B.2.2 Period of Banning

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

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



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C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, BCPL when :-

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

D.2 Suspension Procedure:



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- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in



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the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

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

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

E. Appeal against the Decision of the Competent Authority:

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

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

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

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



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Annexure-II

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:



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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 continuation or discontinuation of such party from the business of BCPL.

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

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

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

5.1 **FOR PROJECTS**

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

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

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



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

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

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

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

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

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

- (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Three (3) Years**.
- (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years**.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

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

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



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

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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



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- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - (a) First Instance: **Holiday (Red Card) for One Years**
 - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
 2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
 - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)
- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years.**
- Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other



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

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

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

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

(C) Where Performance rating is “FAIR”

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

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

7.0 EFFECT OF HOLIDAY

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



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- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

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

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL.

11. ERRANT BIDDER

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

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



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

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

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



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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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Annexure-2

Brahmaputra Cracker and Polymer Limited PERFORMANCE RATING DATA SHEET [PRDS] (FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

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

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

Please visit the above links

HELP DESK (BCPL)

Phone: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile: 8826246593

Email: cppp-nic@nic.in



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Annexure-IV to Section-III

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 : BCPL/C&P/LE25W061DD/03460												
1.1	The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.												
2.1	The name of the Services to be performed is: <u>DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.</u>												
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE												
B. BIDDING DOCUMENT													
ITB clause	Description												
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: <u>Debajyoti Das, SM (C&P)</u> Email: <u>debajyoti@bcplindia.co.in</u>												
C. PREPARATION OF BIDS													
ITB clause	Description												
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: 												
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">√</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">X</td> </tr> </table> Details of Buyer: <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh, Assam</td> </tr> <tr> <td>PAN No.</td> <td>AADCB2356E</td> </tr> <tr> <td>GST no.</td> <td>18AADCB2356E1ZY</td> </tr> <tr> <td>BCPL Bank details</td> <td></td> </tr> </table>	YES	√	NO	X	Services to be rendered at	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh, Assam	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY	BCPL Bank details	
YES	√												
NO	X												
Services to be rendered at	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh, Assam												
PAN No.	AADCB2356E												
GST no.	18AADCB2356E1ZY												
BCPL Bank details													
14	The currency of the Bid shall be INR												



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15	The bid validity period shall be 3 months from final 'Bid Due Date'.				
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque' or 'Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at Lepetkata Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in BCPL's Bank Account. <i>BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:</i> Account Holder Name : Brahmaputra Cracker and Polymer Limited Bank Name: ICICI Bank Branch Address : HS Road, Dibrugarh IFSC: ICIC0000839 The issuing bank while issuing/amending the <u>BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</u> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Field Number</th><th style="text-align: center;">Particulars (to be mentioned in Row 1)</th></tr> <tr> <td style="text-align: center;">7037</td><td style="text-align: center;">BCPL566911048</td></tr> </table>	Field Number	Particulars (to be mentioned in Row 1)	7037	BCPL566911048
Field Number	Particulars (to be mentioned in Row 1)				
7037	BCPL566911048				
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. Not applicable in case of e-tendering.				
22	The E-Tender No. of this bidding process is: _____				
22.3, 26 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner's address is : Attention: <u>Debajyoti Das</u> Address: Brahmaputra Cracker and Polymer Ltd. Floor/Room number: Administrative Building, C&P dept City: Lepetkata, Dibrugarh, Assam ZIP Code: 786006 Country: India				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">X</td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">√</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender:				



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	i) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India which stamp paper is required for Contract Agreement: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td><td>√</td></tr> <tr> <td>NOT APPLICABLE</td><td>X</td></tr> </table>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√				
NOT APPLICABLE	X				
	<u>Refer Section-II</u>				
40	Whether tendered item is non-split able or not-divisible: <table border="1"> <tr> <td>YES</td><td>√</td></tr> <tr> <td>NO</td><td>X</td></tr> </table>	YES	√	NO	X
YES	√				
NO	X				
41	Provision of AHR Item : <table border="1"> <tr> <td>APPLICABLE</td><td>√</td></tr> <tr> <td>NOT APPLICABLE</td><td>X</td></tr> </table>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√				
NOT APPLICABLE	X				
44.1	Quarterly Closure of Contract <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>√</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>√</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				
49	Applicability of provisions relating to Startups: <table border="1"> <tr> <td>APPLICABLE</td><td>√</td></tr> <tr> <td>NOT APPLICABLE</td><td>X</td></tr> </table>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√				
NOT APPLICABLE	X				
11 of IFB	Applicability of provisions relating to GeM Seller ID: <table border="1"> <tr> <td>APPLICABLE</td><td>X</td></tr> <tr> <td>NOT APPLICABLE</td><td>√</td></tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				



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Annexure-V to Section-III

**EARNEST MONEY DEPOSIT (EMD)/BID BOND/BID SECURITY AND
SECURITY DEPOSIT /CONTRACT PERFORMANCE SECURITY (CPS)**

**ITB Clause 16 & 38 (SECTION-III) TO BE READ IN CONJUNCTION WITH THE
FOLLOWING:**

Fixed Deposit Receipt as CPS:

- (i) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of “Brahmaputra Cracker & Polymer Limited”(BCPL).

The FDR shall be in the name of the Brahmaputra Cracker & Polymer Limited (BCPL) A/c(Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of BCPL. However, BCPL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to BCPL as per the format of “**Third Party Deposit Confirmation Letter**” placed as **F-17**

***Note:** FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from BCPL.*

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” 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 “Fixed Deposit” itself or separately on its letterhead. BCPL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR submitted should have a validity of at least ‘three [03] months’ beyond the Warranty Period/Defect Liability Period.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of GAIL.



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Fixed Deposit Receipt as EMD:

- (i) The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of “Brahmaputra Cracker & Polymer Limited”(BCPL).

The FDR shall be in the name of the Brahmaputra Cracker & Polymer Limited (BCPL) A/c.....(Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of BCPL. However, BCPL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to BCPL as per the format of “**Third Party Deposit Confirmation Letter**” placed as **Annexure**

***Note:** FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.*

Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of “Fixed Deposit” 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 “Fixed Deposit” itself or separately on its letterhead. BCPL will verify the Fixed Deposit Receipt from issuing bank.

- (ii) The FDR should have a validity of at least ‘two [02] months’ beyond the date on which the bid expires.
- (iii) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
- (iv) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of BCPL.



फॉर्म और प्रारूप **FORMS & FORMATS**



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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT – Not Applicable
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING MANDATE FORM
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT



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F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: BCPL/C&P/LE25W061DD/03460

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



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

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

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



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FORMAT F-2A

DECLARATION FOR BID SECURITY

[for Startup/CPSE]

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

TENDER NO: BCPL/C&P/LE25W061DD/03460

Dear Sir

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

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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FORMAT F-2

[for bidders other than Startup/CPSE]

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

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

In accordance with Tender Document under your reference No. _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address) and having net worth more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Brahmputra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahmputra Cracker and Polymer Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

Notwithstanding anything contained herein:



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- a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank doth hereby declare that Shri/Ms..... Who is the
(designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the bank thereby.

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

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

Name.....

Designation.....

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

(OFFICIAL ADDRESS) _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".



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4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.
6. If case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB Tender)

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

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



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LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING
OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING
ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.**

TENDER NO: BCPL/C&P/LE25W061DD/03460

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

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

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

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.



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**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 _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

1. We _____ and having net worth more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER 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 BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred



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- on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor/consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor/consultant 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/consultant 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. _____ (Supplier/Contractor/Consultant) 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/consultant and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's/Consultant's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without



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your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. The Bank doth hereby declare that Shri/Ms..... Who is the (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

10. Notwithstanding anything contained herein:

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

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

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

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

Confirmation Email Id:

IFSC Code of Issuing Bank:

INSTRUCTIONS FOR FURNISHING

**"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in Clause No. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security/Security Deposit.



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5. If case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB Tender)

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

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



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F-5 AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

TENDER NO: BCPL/C&P/LE25W061DD/03460

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name: BCPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL or (ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
22.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they ~~would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.beponline.co.in)]~~ and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.	
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in BCPL who issued the Tender Document, by filling up the Format)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

TENDER NO: BCPL/C&P/LE25W061DD/03460

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

TENDER NO: BCPL/C&P/LE25W061DD/03460

Sl. No.	Description of the Supply / Services	PO / Contract No. and date	Full Postal Address & phone nos. of Client.	Value of Contract/ Order (<i>Specify Currency Amount</i>)	Date of Commencement	Scheduled Completion / Delivery Period (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:

Note: As per Section-II, only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion / performance certificate, the certificate will be asked for and considered. However, no new reference / PO/WO/LOA/Agreement is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid.



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F-8 (A) CHECK LIST

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

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

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



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	respect of other than companies) as per <i>Form-3 to Annexure-C to Section-III</i> are submitted.		
7.0	Confirm that Undertaking as per Form-1 to Annexure-B to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm that Affidavit as per Form-1 to Annexure-D to Section-II have been submitted by the bidder (Against DMI&SP policy)		
9.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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F-8(B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS

(Refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	(a) (b) (c)		Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	Any other technical criteria in BEC	(a) (b) (c)		Yes/No	
Financial BEC					
1.	Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report,	Submitted	Yes/No	



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BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
		Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	(Mention specific year.....) Submitted / Not Applicable (Bidder to tick appropriate option)		
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:
Date:

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



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

(To be provided on Bank's letter head)

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

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



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Page 1 of 2

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

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

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

**Refer Instructions on page 2 of 2*

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



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Page 2 of 2

Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

TENDER NO: BCPL/C&P/LE25W061DD/03460

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



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E-BANKING MANDATE FORM

(To be issued on vendors **LETTER HEAD**)

1. Vendor/Customer Name :
2. Vendor/Customer Code:
3. Vendor /Customer Address:
4. Vendor/Customer e-mail id:
5. Particulars of bank account:
 - a) Name of Bank
 - b) Name of branch
 - c) Branch Code:
 - d) Address:
 - e) Telephone Number:
 - f) Type of Account (Current/Savings/Overdraft/CC Account 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 Brahmputra Cracker and Polymer Ltd. to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Brahmputra Cracker and Polymer Ltd. responsible.

(Signature of Vendor/Customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:

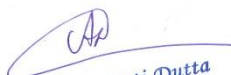


ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-13
INTEGRITY PACT

*For and on behalf of BCPL
for Integrity Pact*


Arunijoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

INTEGRITY PACT

INTRODUCTION:

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

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

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

*For and on behalf of BCPL
for Integrity Pact*


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

ANNEXURE-1

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

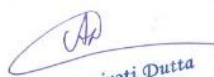
I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

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

*For and on behalf of BCPL
for Integrity Pact*


Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Smt. Deepa Krishan [email: deepakrishan@gmail.com]

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

For and on behalf of BCPL
for Integrity Pact


Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

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

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

PREAMBLE

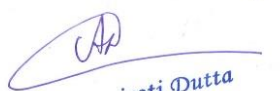
The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.

*For and on behalf of BCPL
for Integrity Pact*


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

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

*For and on behalf of BCPL
for Integrity Pact*


Arunijoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DISRUGARH-786001 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

*For and on behalf of BCPL
for Integrity Pact*


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

*For and on behalf of BCPL
for Integrity Pact*


Arunijoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DERUGARH-786006 (ASSAM)



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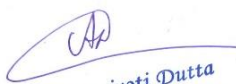
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5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

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

*For and on behalf of BCPL
for Integrity Pact*


Arunjoyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

If any claim is made / lodged during this time, the same shall be binding and continue to be



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valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

For and on behalf of BCPL
for Integrity Pact


Arunijoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

(For & on Behalf of Principal)
Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

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

Witness 2:
(Name & Address)

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

(For & on Behalf of Bidder /

(Office Seal)



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INDEMNITY BOND

WHEREAS Brahmputra Cracker and Polymer Ltd. (hereinafter referred to as “BCPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 7th Floor, NRL Centre, 122A G.S Road, Christian Basti, Guwahati, Assam, Pin – 781005 has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.]and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

BCPL has also advised the Contractor to execute an Indemnity Bond in general in favour of BCPL indemnifying BCPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of BCPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against BCPL under or in relation to this contract. The Contractor undertakes to compensate and pay to BCPL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by BCPL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with BCPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of BCPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which BCPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BCPL are settled by the Contractor and/or BCPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.



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FREQUENTLY ASKED QUESTIONS (FAQs)

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

All the terms and conditions of Tender remain unaltered.



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

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

PO NO:

Dear Sir,

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

(i) Applicable to us []

(ii) Not Applicable to us []

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Brahmputra Cracker and Polymer Ltd. in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahmputra Cracker and Polymer Ltd.

We further absolve Brahmputra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:



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THIRD PARTY DEPOSIT CONFIRMATION LETTER

(To be submitted on letter head of the FDR issuing bank along with original FDR)

Date: __/__/__

To,

BRAHMAPUTRA CRACKER & POLYMER LIMITED
BCPL Project Site,
Lepetkata,
Dibrugarh,
786007, Assam.

Dear Sir / Madam

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the PO no. / W.O. No/Tender no.....This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s Brahmputra Cracker & Polymer Limited and the payment will be made to M/s Brahmputra Cracker & Polymer Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of BCPL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & BCPL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....



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Note:

- (i) This letter forms an integrated part of FDR
- (ii) In case confirmation is required, the communication can be sent to the following:

Contact Person: Sh. Debajyoti Das, Senior Manager (C&P)

Address: BRAHMAPUTRA CRACKER & POLYMER LIMITED C&P Department Admin
Building Ground Floor PO Lepetkata, Dist Dibrugarh Assam

Pin Code: 786006

Contact No: +91-8811047616/8638223044

Email: debajyoti@bcplindia.co.in/arindamr.handique@bcplindia.co.in



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भाग- IV
SECTION – IV

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

Dear Sir,

In reference to the Tender number **BCPL/C&P/LE25W061DD/03460** dated **27.08.2025**, I/we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I/ We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: [https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf]

Thanking you,

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

Name:

Designation:

Company Seal:



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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL/

Dated -----

Contract Agreement for the work of _____ of Brahmputra Cracker and Polymer Ltd. made on _____ between (Name and Address) _____, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BRAHMAPUTRA CRACKER AND POLYMER LTD. hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably



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necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

Contractor shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written

Signed and Delivered for and
on behalf of EMPLOYER
BRAHMAPUTRA CRACKER AND POLYMER
LTD.

.....
.....

Date:
Place:

Signed and Delivered for and
on behalf of the CONTRACTORS
(NAME OF THE
CONTRACTOR)

.....
.....

Date:
Place:

IN PRESENCE OF TWO WITNESSES



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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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भाग- V
SECTION – V

संविदा की विशेष शर्तें (एससीसी)
SPECIAL CONDITION OF CONTRACT



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

1.1. Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), specifications of work, drawings and other documents forming part of this contract wherever the context so requires.

1.2. Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

1.3. Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.

1.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.

1.5. The materials, design and workmanship shall satisfy the relevant Indian Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to these contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.6. The Contractor shall employ qualified technical staff having experience of carrying out similar works and who are conversant with the type and standard of works elaborated under the scope of work.

2.0 SITE VISIT:

2.1. The intending Bidder/Contractor may visit the site & familiarize themselves with the existing conditions before submitting the offer. Non-familiarity with site conditions shall not be considered a reason either for extra claims or for not carrying out the work conforming to the specifications.

3.0 SCOPE OF SUPPLY

3.1. All the equipment, materials, field instruments, consumables, etc., which are not specifically indicated in BOM, but are required for successful completion of the works as per specification, drawing, fabrication methodology etc. shall be included in the Contractor's scope of supply. An indicative list of materials to be supplied by the Contractor, but not limited to, is given below.

3.1.1. Civil Work

All the materials for the civil works shall be supplied by the Contractor and shall conform to the specifications/ Approved by EIC and Schedule of Rates & BOM.

3.1.2. Mechanical Work

All materials required for the mechanical works including piping, clamps, nut-bolts, fittings, valve and its accessories, testing appliances, tools and tackles etc. necessary for completing the work conforming to the specifications / Approved by EIC and schedule of rates & BOM.

3.1.3. ELECTRICAL WORKS



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All the materials for the electrical works shall be supplied by the Contractor and shall conform to the specifications/Approved by EIC and Schedule of Rates & BOM.

3.1.4. TELECOM AND INSTRUMENTATION WORKS

All the materials for the T&I works shall be supplied by the Contractor and shall conform to the specifications/ Approved by EIC, BOM and Schedule of Rates.

Quantity mentioned in BOM (Bill of Material) is indicative only and may change as per actual site requirement/ instruction of EIC. The site conditions and overall scheme implementation may vary. Bidder should submit tender only after properly analyzing the available system and required system in order to make the system complete as per requirement.

3.2. CONTRACTOR-SUPPLIED MATERIALS

3.2.1. GENERAL

3.2.1.1. Material supply by Contractor shall be linked with project progress schedule. Prior approval shall be taken from EIC before procurement/supply of material by Contractor.

3.2.1.2. Quantity indicated in SOR/BOM is indicative and may vary (upward/ downward). Contractor shall take confirmation from EIC regarding exact quantity to be procured, before placement of PO.

3.2.1.3. While the contractor's scope of supply has been specified in relevant portion of this tender and bill of materials (BOM), it shall be the sole responsibility of the bidder to review the same in totality and seek clarification, if any, at the time of unpriced bid itself.

3.2.1.4. Any material which is not covered in SOR & BOM but is/are required to complete the work under the contract in all respect, are to be supplied by CONTRACTOR. No Payment for such items shall be made extra.

3.2.1.5. Contractor shall submit time schedule to EIC of various activity for supply of material under their scope.

3.2.2. VENDORS FOR CONTRACTOR-SUPPLIED MATERIALS

3.2.2.1. All Mechanical/Electrical/Telecom and Instrumentation materials shall be submitted by vendor to a reputed testing facility for testing. Upon approval of the test report only, the materials shall be delivered at sites.

3.2.2.2. No extra claim shall be admissible for carrying out testing of the material.

3.2.3. INSPECTION AND TESTING OF MATERIAL

3.2.3.1. It shall be the responsibility of the Contractor to line up a third-party inspection agency to carry out the inspection and testing of materials and obtain clearance of EIC before dispatch.

3.2.3.2. The Contractor shall notify the BCPL at least 3 weeks in advance about the readiness of the offered material for inspection and testing.

3.2.3.3. BCPL, at his discretion, may witness the inspection and/ or may depute their authorized inspection agency or their own Engineer(s) for witnessing the same or may advice the Contractor to furnish only the inspection and test report for their review and approval or may waive off inspection, on a case-to-case basis.

3.2.4. DESPATCH OF MATERIAL



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3.2.4.1. Upon successful completion of the inspection and testing of material, the Contractor shall submit the following documents (as applicable) in two sets to the BCPL and seek clearance for the despatch of material to the site(s):

- A. Material test certificate.
- B. Chemical composition of raw material.
- C. Dimensional conformity certificate.
- D. Performance test report (Whenever required).
- E. Guarantee certificate.

3.2.4.2. The Contractor shall advise the Vendor for delivery of material upon acceptance of inspection and test reports and getting dispatch clearance from the BCPL. Two sets of documents indicated in above shall be furnished as part of dispatch document.

3.2.5. TRANSIT INSURANCE

3.2.5.1. Contractor should take appropriate insurance policy to cover the Contractor-supplied equipment/ materials during their transit, till delivery at site.

3.2.6. DELIVERY AT SITE AND STORAGE:

3.2.6.1. The Contractor shall be responsible for delivery of the materials at BCPL site and storage of the same at the risk & cost of the contractor.

3.2.6.2. The work of delivery and transportation of materials shall include (but not be limited to) the following:

- 1) Statutory Clearance of the goods like customs duties, cess, levies and other handling & forwarding charges including demurrage/detention charges (if any) in case of any imported material.
- 2) All works and operations necessary to lift and to remove the material from port, warehouse, railway or other siding, factory or other places of delivery, loading, handling, transporting and unloading the same at appropriate place including securing or protecting the same in transit and during storage.
- 3) Supply, procurement, mobilisation, deployment of all labour, materials, equipment and machinery necessary for lifting, loading, handling, removing, transporting, unloading, stacking or securing the materials.
- 4) To comply with all requirements and to do all acts, deeds, matters and things required for attaching and/ or putting into operation, transit and/ or storage insurance for the materials delivered under the relevant insurance policy to be taken by the Contractor covering transit and/ or storage insurance policy(ies) and to indemnify the BCPL from and against the consequences of any failure to do so or to put into full effect the transit and/ or storage insurance policy(ies) aforesaid.
- 5) All acts, deeds, matters or things required to fulfil and pay all local, municipal and other statutory authorities with respect to the transportation of any materials through any State, Municipal, local or other barriers or limits or for the import of the materials or any of them within the limits of such barrier, including payment of octroi or other local toll, terminal or entry or other taxes payable on the passage or entry of the materials within any local limits, for which purpose BCPL shall give the Contractor and/ or Contractor's designate(s) any and all authority(ies) as may be reasonably required in this behalf.



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6) All other acts, deeds, matters and things whatsoever ancillary, auxiliary or incidental to the above including but not limited to the grading of the route and/ or creation of temporary approaches and ramps etc. as may be required.

3.2.6.3. The Contractor shall within their scope of work undertake the following activities and responsibilities with respect to and in addition and without prejudice to the activities and responsibilities under clauses thereunder in respect of materials, to be supplied by them.

1) The Contractor shall in taking delivery, ensure compliance of any condition for delivery applicable to deliveries from the concerned authorities or carrier, and shall be exclusively responsible to pay and bear any demurrage or penalty or other charges payable by virtue of any delay or failure by the Contractor in lifting the materials or in observing any of the conditions aforesaid, and shall keep the BCPL indemnified from and against all consequences thereof.

2) The Contractor shall maintain a day to day account of all materials indicating the daily receipt(s), consumption(s) and balance of each material and category thereof. Such account shall be prescribed by the Engineer-in-Charge and shall be supported by all documents necessary to verify the correctness of entries in the account. Such account shall be maintained at Contractor's relative office(s) and Site(s) and shall be open for inspection and verification (by verification of documents in support of the entry as also by feasible verification of the stock) at all times by the Engineer-in-Charge and the Site Engineer with authority in them at all times without obstruction to enter in to or upon any godown or other place(s) or premise(s) where the materials or any part of them are laying or stored and to inspect the same himself and or through his representative(s).

3) All materials shall be taken delivery of, held, stored and utilised by the Contractor as trustee of the BCPL, and delivery of the material to the Contractor shall constitute an entrustment thereof to the Contractor, with the intent that any utilisation, application or disposal thereof by the Contractor otherwise than for permanent incorporation in the contractual works in terms of the contract shall constitute a breach of trust by the Contractor.

4) All materials, including materials in respect of which licenses/ release orders/ permits/ authorizations have been accorded in the name of BCPL shall, without prejudice to the responsibility/ liability of the Contractor in respect thereof, vest in the BCPL on the date of delivery, and the Contractor shall be deemed to be acting on behalf of the BCPL and as an agent of the BCPL in respect of deliveries taken by the Contractor in respect of any material.

5) The Contractor shall at all times be exclusively responsible for any and all loss(es), damage(s), deterioration, misuse, wastage, theft or other application or mis-application or disposal of the materials or any of them contrary to the provisions hereof and shall keep the BCPL indemnified from and against the same and shall forthwith at his own cost and expenses replace any such material, lost, damaged, deteriorated, misused, wasted, stolen, applied, mis-applied and/ or disposal as aforesaid with other material of equivalent quality and quantity delivered to site at the contractor's risk and cost in all respect.

6) Contractor shall comply with all requirements and to do all acts, deeds, matters and things required for attaching and/ or putting into operation by policy(ies) of insurance taken out by the BCPL as the case may be in respect of materials lying stored and/ or unutilised or in the process of use in the execution of the work and shall keep the BCPL indemnified from and against the consequences of any default or failure of the Contractor to do so or to put into full effect any policy(ies) of insurance aforesaid.



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7) Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of the materials to the Contractor, the Ownership in respect of the material shall at all times be and remain in the BCPL.

8) An inventory shall be made by the Contractor of all surplus materials and empties including but not limited to scrap, wastage and unserviceable material remaining in the hands of the Contractor upon completion of the contract for whatsoever reason, and the Contractor shall forthwith, upon being required to do so, place the BCPL in undisputed possession and custody of all such materials, empties etc. and shall at his own risks and costs, lift and transport of the said material to BCPL Store or otherwise as directed by the Engineer-in-Charge.

9) If the Contractor shall default in replacing any material lost, damaged, deteriorated, misused, wasted, excess used, stolen, misapplied or disposed of within the provisions hereof, or shall fail to return to the BCPL any surplus material or empties within the provisions hereof, the Contractor shall be liable to pay to the BCPL the cost of such material or empties delivered at BCPL stockpile/ godown plus departmental charges calculated at 5% (five percent) of the said cost determined by the Engineer-in-Charge, and the decision of the Engineer-in-Charge as to such cost shall be final and binding upon the Contractor.

3.2.6.4. The Contractor shall undertake and complete the supply of materials within the scope of supply to meet the scheduled progress and requirement of the work within the scope of work and on no account later than the delivery dates in this behalf specified in the Delivery Schedule.

3.2.6.5. BCPL shall not be responsible for any delay in the supply of any materials by the Contractor within the scope of supply and the Contractor assumes full responsibility for any and all delays in the supply of any materials within the scope of supply and no such delay or failure in respect thereof shall anyway render the BCPL liable for any claim or damages or compensation notwithstanding that an increase in the time of performance of the Contractor is involved by virtue of the delay or failure and notwithstanding that any labour, machinery or equipment brought upon the site by the Contractor or any sub-Contractor is rendered idle by such delay or failure and the Contractor undertakes to indemnify and keep indemnified the BCPL from and against any and all transactions, demands and proceedings whatsoever or the resultant costs (including between attorney and client), charges and expenses and losses and damages incurred by such delay or failure. Without prejudice to the generality of the foregoing, it is specifically declared that except in the case of force majeure as hereinafter referred to, any delay or failure by the Contractor to supply, any materials within the Contractor's scope of supply shall on no accounts constitute a ground for extension of time for performance or completion of any work(s).

3.2.6.6 CONSTRUCTION POWER:

Owner will provide 400/440V on chargeable basis at the Rs 4.25 per KWh at only one point from nearest substation / PDB where CONTRACTOR shall make his own arrangement for temporary distribution. The CONTRACTOR at his own cost will also provide suitable electrical meters, fuse, switches etc. for purpose of payment to the EMPLOYER every month for construction work/office work which should be deducted from the running account bills. The EMPLOYER shall not, however guarantee supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply electricity will be admissible. However, the rates are subject to change at the time of consumption. The above-mentioned rate to be considered as indicate rate only.

4. TIME OF COMPLETION

4.1. The Vendor shall submit equipment design data, Layout drawing, GAD, P&ID, piping drawing, cable route drawing, SLD, QAP, BOM (Bill of materials) and datasheet to BCPL



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for approval within 45 days from placement of Fax of Acceptance (FOA)/Letter of Acceptance (LOA) whichever is earlier.

BCPL shall approve the aforesaid equipment design data, Layout drawing, GAD, P&ID, piping drawing, cable route drawing, SLD, QAP, BOM (Bill of materials) and datasheet within 15 days from the date of submission of the same by the bidder to BCPL.

The contractor shall complete the remaining works under the scope of tender including delivery of materials, fabrication, installation, commissioning & testing within 7 (seven) months from the date of approval of equipment design data, Layout drawing, GAD, P&ID, piping drawing, cable route drawing, SLD, QAP, BOM (Bill of materials) and datasheet by the Engineer-in-charge/authorised representative of BCPL.

4.1.1. The CONTRACTOR shall furnish a tentative bar chart considering the quantum of work involved and the overall completion schedule indicating there in the latest start and finish of the activities for the execution of the entire work. The CONTRACTOR shall also furnish the details on deployment of manpower and equipment in line with above. The CONTRACTOR shall also furnish the Site Organogram and equipment details in their offer.

4.2. WORK SCHEDULE:

4.2.1. Upon award of work the Contractor shall provide detailed project schedule to the Engineer -In-Charge covering all activities related to supply, installation, testing and commissioning fall under their scope of work.

5. MEASUREMENT AND PAYMENT

5.1.1 Subject to the provisions of this document and associated clauses of GCC, “On

Account” payment will be made with the following measurement methodology for different items / works executed:

Sl. No.	Percentage Payment	Detail of Work
1	5%	On submission and approval of detailed design and Engineering documents, QAP for all 03 Naphtha Storage Tanks.
2	8%	On supply of Heat detection system to site for all 03 Naphtha Storage Tanks.
3	10%	On supply of Foam modules for all 03 Naphtha Storage Tanks.
4	7%	On supply of SS piping and discharge manifold for all 03 Naphtha Storage Tanks.
5	5%	On supply of power and control Cables for all 03 Naphtha Storage Tanks.
6	25%	On supply of all other items after inspection as per approved QAP on pro-rata basis. Further break up shall be done during design and engineering stage for all 03 Naphtha Storage Tanks.
7	30%	After completion of installation of the heat detector system and other items as per approved P&ID on pro-rata basis.
8	10%	After commissioning of the work in all respects, submission of all as built drawings, documentations in hard and soft form, onsite training to site personnel for all 03 Naphtha Storage Tanks.



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Note:

- i. Payment towards supply of materials shall be released against receipt of Material at site and satisfactory inspection by Engineer-in-Charge or authorized representative of BCPL.

5.1.2 On Account Payment

Subject to the provisions of Clause 4.3 and associated sub-clauses of GCC, “On Account” payment will be made for the items on the basis provided there under Each stage of payment as indicated hereunder shall be applicable only when the work has been accepted in accordance with the tender specification up to that particular stage.

5.1.3 The payment against supply of equipment/ material at site will be made by the Owner only after Obtaining an undertaking from the Contractor that such equipment and material will be incorporated.

6. PERFORMANCE OF WORK, INSPECTION AND TESTING:

6.1.1. In addition to the provisions of clause, notwithstanding the shutdown of work during rain, the Contractor shall without entitlement to any additional compensation or remuneration at his own cost and initiative, shall take all steps necessary to protect the trenches already dug, and/or the pipes and other materials, equipment and machinery at site during the rain and from the effects thereof, and the Contractor shall, at his own cost and initiative, do and perform all such rectification, repairs and/or re-workings as shall be necessary.

6.1.2. The Contractor shall carry out various tests as enumerated in the technical specifications and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise stipulated.

6.1.3. All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost. All test equipment including all recording/ measuring gauges/ instruments shall be calibrated and necessary certificate of compliance issued by the Statutory agency/body to the effect that the test equipment / instruments have been calibrated as per standard practices and found meeting the norms shall have to be furnished by the

Contractor. The entire cost of carrying out such calibration and furnishing of the compliance certificate from a Statutory Authority/ body shall be at the expense of the Contractor.

6.1.4. The work is subject to inspection at all times by the Engineer-in-Charge. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications, the technical documents and the relevant codes of practice furnished to him during the performance for the work. Contractor shall discuss his daily work programme with Engineer-in- Charge before starting the same every day.

6.1.5. Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectification at his own cost.

6.1.6. All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

7. TESTING, PERFORMANCE RUN, COMMISSIONING AND HANDING OVER:

7.1.1. As a total system, functional testing shall be carried out at site after installation and commissioning of individual units.



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7.1.2. The Contractor shall have to test each equipment used for the new facilities as per respective IS codes/ relevant International codes and to the full satisfaction of the BCPL. After testing the individual equipment, the Contractor shall run the complete facilities as directed by the BCPL at no extra cost to BCPL.

7.1.3. The lump sum price quoted for carrying out the works of each item of SOR/BOM shall deem to include all material supply, necessary instruments, skilled and unskilled labour, supervisory personnel, machinery, spares, wires, cables with protection pipes etc. to be furnished/ provided by the Contractor, for conducting the test and commissioning. However, power, required for final testing, commissioning shall be arranged/ supplied by the BCPL free of cost. The recording of test results shall be done jointly with the BCPL 's representatives and in the proforma to be approved by the Engineer-in-Charge/ BCPL and which shall form part of the completion documents.

7.1.4. Though it is the entire responsibility of the BCPL to commission the complete system but in case wherever required to render assistance in this behalf to the BCPL, the Contractor shall provide, without any cost to the BCPL, all necessary inputs including labour and equipment/machinery to the BCPL's Engineers as well as to the supplier's commissioning Engineers to enable them to commission the entire system including equipments and their auxiliaries.

7.1.5. It shall be the responsibility of the Contractor to arrange the services of the equipment manufacturer during the commissioning of machinery /equipment /system which are supplied by the Contractor.

7.1.6. The Contractor at his own cost and initiative shall carry out rectification of defect in any work done by them without delay to suit and match the commissioning programme.

8. COMPLETION CERTIFICATE:

8.1.1. Within 15 (fifteen) days of issue of Final Test Certificate the Contractor shall clear the job site of all pipes, surplus materials, Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all temporary work structures, and construction and other items and things whatsoever brought upon, erected upon the job site and not incorporated in the permanent works and shall remove all rubbish from the job site and shall clear, dress and restore the job site to the satisfaction of the Site Engineer and shall completely vacate the job site and unless the Contractor shall have fulfilled other provisions of this clause, the works shall not be deemed to have been completed, and failing compliance by the Contractor of the provisions of this clause.

8.1.2. The Contractor shall submit to the Engineer-in-Charge the following additional documents in the manner prescribed by the Engineer-in-Charge in this behalf:

- 1) Certificate of completion of embedded works;
- 2) Material reconciliation statement duly verified and certified by the Site Engineer;
- 3) Manufacturer's Certificate and test certificates, Data Sheets, warrantee cards, spare list etc., for materials supplied by the Contractor
- 4) Certificate of control, checking and test of materials;
- 5) Certificate for return of all surplus materials, equipment, machinery etc. if any, supplied by the BCPL;
- 6) Trial run record and certificates for functionality of overall rim seal fire detection along with foam suppression system;



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7) Operating, maintenance & trouble shooting manuals in four (4) copies each for the equipment/ system and material supplied by the Contractor under this Contract.

8) The Contractor shall collect all the relevant drawings/ standards from the Engineer-in-Charge along with his drawing, if any, and submit the same to Electrical Inspector to get his approval of the drawing.

9) As-built drawings/ documents.

10) No claim certificate.

8.1.3. If the Engineer-in-Charge is satisfied of the proper reconciliation and accounting of all materials supplied to the Contractor by the BCPL, the Engineer-in- Charge shall within 14 (fourteen) days of receipt of the application of the Completion Certificate issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied. If the Contractor cannot produce to the satisfaction of the Engineer-in-Charge a Statement of Reconciliation or other explanation of issues, utilization and returns of materials supplied by the BCPL to the Contractor, the Engineer-in-Charge shall (after taking into account irrecoverable losses, if any, as specified or determined to be reasonable by the Engineer-in-Charge) debit the Contractor, for non- return of such material, and issue the Completion Certificate subject thereto. The decision of the Engineer-in-Charge as to the acceptability of the Material Reconciliation furnished by the Contractor and as to the irrecoverable losses, if any determined to be reasonable, shall be final and binding upon the Contractor.

8.1.4. The following shall be complied pertaining to works:

1) The Contractor shall submit all the relevant drawings/ standards to the Engineer-in-Charge

2) As built drawings at least 03 prints for each (along with reproducible) shall be furnished by the contractor.

3) No claim certificate has to be furnished by the Contractor

8.1.5. The Final Bill shall not be accepted for processing unless the requisite completion certificate accompanies it.

9. SPECIFIC REQUIREMENT FOR WORKS

9.1.1. CODE REQUIREMENTS

The above-mentioned works shall comply with all applicable statutory regulations comprising of but not limited to the following: -

i. Oil Industry Safety Directorate

ii. Any other statutory Body/ Authority

9.1.2. STATUTORY CLEARANCES

All statutory clearances required from the PESO or any other statutory body shall be obtained by the contractor. (without extra cost)

9.1.3. APPROVED MAKES OF EQUIPMETS TO BE SUPPLIED BY THE CONTRACTOR

As mentioned in the specifications. (Please refer respective schedule of rate & specification for specified type of the approved make, if any for individual items to be used) and /or Annexures.

9.1.4. COMMISSIONING



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The contractor shall provide labour & equipment/ machinery for testing and commissioning of the entire system. Rectification of defect in any work done by the Contractor shall be carried out by the Contractor at his own cost and without delay to suit the commissioning programme.

9.1.5. ISSUE OF COMPLETION CERTIFICATE BY ENGINEER-IN-CHARGE

This shall be subject to the following:

- a) Collection all the relevant drawings from the contractor.
- b) Submission of report of testing during commissioning to BCPL in 03 sets.
- c) Submission of as built drawings in 03 sets along with one set of reproducible.
- d) Submission of No claim certificate by the contract
- f) Any other certificate(s)/Assistants required to be furnished as desired by the BCPL.

9.1.6. STANDARDISATION

Installation methods and procedure for equipment supplied by the contractor shall conform with standard design and shall be uniform. Particularly for cable jointing, fixing labels, cable gauging and supports, termination etc., so that installations are uniform in appearance.

9.1.7. DRAWINGS AND DOCUMENTS

- i. The drawings accompanying this tender document are intended only to indicate the system requirement. The CONTRACTORS are required to base their proposals on their independent survey.
- ii. The drawings and detailed specifications submitted by the CONTRACTORS (as part of their proposals) shall give all details such as dimensions, weights, manufacturer's name of materials, catalogues, details of supporting drawings and general arrangements, data etc.
- iii. All dimensions / details on drawings must be in metric units. However, where the items are marked in other standards & units, the metric units shall be shown in brackets alongwith other such units.
- iv. All drawings prepared for this work after award of the work shall be the property of the BCPL and the contractor shall not use the same for any other work except the work under this contract.
- v. Drawings for execution of works must be submitted by the contractor to the BCPL, for approval, within 15 days from the date of issuance of letter of Acceptance. Any point raised by BCPL regarding clarifications/ changes in the drawings and documents shall be cleared/ incorporated in the drawings to the entire satisfaction of the BCPL without any extra cost and without prejudice to the contractual responsibility of the contractor, for the correctness & soundness of the drawings, documents detail engineering documents etc. Any change/ modifications carried out by contractor, at the instance of the BCPL shall not absolve the contractor of his responsibility for the correctness of the drawings, detail engineering s etc. adopted by him for the work. After the completion of the work all the site modifications shall be incorporated in the drawing and six sets of "As Built" drawing along with one set of reproducible shall be supplied to the BCPL.

10. DEFECT LIABILITY AND GUARANTEE

10.1. Further to the Clause of General Conditions of Contract & sub-clauses thereof, the Defect Liability Period for this contract shall be 01 year and shall commence from the date of completion of the works as certified by the respective Engineer-in-Charge.

10.2. Manufacturer Guarantee:



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10.2.1. The manufacturer's guarantee for all bought out items shall be made available to the BCPL and shall be valid for the entire defect liability period. However, this does not absolve the Contractor of his responsibilities under defect liability clause to perform in attending to the defects noticed and rectifying these without any delay.

10.2.2. Manufacturer's/Contractor's guarantee for any replaced equipment shall also be made available to the BCPL and shall be kept valid at least for one year from the date of last replacement.

10.3. Performance guarantee:

10.3.1. The Contractor shall guarantee efficient working of all new facilities etc., for a period of twelve months from the date of issue of Completion Certificate (this shall be considered for defect liability period). Any defects found in the workmanship of materials, of equipment used or from faulty erections of the facilities by the Contractor or otherwise defective performance, Contractor shall at his own cost remedy such defects, within the time specified by Engineer-in-Charge.

10.3.2. If it becomes necessary for the Contractor to replace or renew any defective portions of the new facilities under this clause, the provisions of this clause shall apply to the portions of the facilities so replaced or renewed, until the expiry of twelve months from the date of such replacements or renewals. If any defect is not rectified within a reasonable time, the BCPL / Engineer-in-Charge may proceed to do the work at Contractor's risk and cost/expenses but without prejudice to any other rights which the Engineer-in-Charge/ BCPL may have against the Contractor in respect of such defects.

10.3.3. If the replacement or renewal is of such a nature as may affect the efficiency of the new facilities, the Contractor should after making such replacement/ repairs or renewals, furnish the guarantee for the satisfaction of the Engineer-in-Charge.

10.3.4. All inspection, adjustments, or renewals carried out by the Contractor during performance guarantee period shall be subject to the General Conditions of Contract.

10.3.5. The Contractor shall, at his own cost, in consultation with the Engineer-in-Charge start and commission the new facilities and prove that they are giving satisfactory services. The date on which the system is handed over to the BCPL shall be taken as the date of successful commissioning.

10.3.6. The security deposit furnished by the successful CONTRACTOR, as per clause mentioned in General Conditions of Contract or in Tender documents, shall be retained till the completion date of guarantee period (+) plus three months after the defect liability period stated above.

10.3.7. The Contractor shall guarantee for the period mentioned above, the facilities against defective performance of all equipment/ instruments/ mechanical or electrical parts under Contractor's scope of supply.

10.3.8. Any defect found either in material or workmanship shall be made good by the Contractor at his own expenses within the time specified by the Engineer-in-Charge.

10.3.9. In the event of failure of any particular part of any equipment more than three times during the guarantee period, it shall not be repaired but the complete part shall be replaced by the Contractor. In case it is found that the above mentioned failure is due to some other connected part of the equipment, then that part shall also be rectified or replaced by the Contractor without any extra cost to BCPL to avoid such failure in future. The guarantee for such replaced part shall be extended by one year from the date of last replacement.

10.3.10. During the period of any suspension as mentioned above, the Contractor shall at his own cost within the scope of the relative work properly protect and secure the work and materials so far



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as is necessary in the opinion of the Engineer-in-Charge. If due to the design and other stipulations or requirements at site, a particular sequence of works has to be followed due to which certain interruption to any one or more type or items of works is experienced, no claim for such interruption or suspension of works thereof will be admissible.

10.3.11. Works shall be carried out in such a manner as to cause least interference with or effect or retard or disturb the progress of works being executed by other Contractor or Agencies.

10.3.12 Contractor shall attend breakdown /warranty call within 15 calendar days after intimation to them from BCPL.

11. PROGRESS SCHEDULE

11.1.1. In addition to the provision of General Condition of Contract, relating to the “progress schedule” the contractor shall take into account the instructions of the Engineer-in-Charge regarding the constraints, restraints and other requirements of works and the required sequence of works, in preparing the progress schedule. Notwithstanding the provisions relating monthly work programs may be drawn up by the Engineer-in-Charge/ Site Engineer taking into account the availability or work fronts and the requirements of other contractor or Agencies involved at the work sites and the contractor shall abide by the weekly or monthly work program so drawn up.

11.1.2. In the event of failure on the part of the Contractor to adhere to the weekly & monthly work program drawn up by the Site Engineer/ Engineer-in-Charge in line with General Conditions of Contract. The decision of the Engineer-in-Charge as to whether a failure on the part of the contractor to comply with the weekly & monthly work programs drawn up has occurred or not shall be final and binding on the contractor.

11.1.3. Any delay caused due to non-availability of work fronts (including delayed availability of work fronts where applicable) and/or due to the requirements of other Contractor and/or agencies engaged at the work sites, shall not entitle the Contractor to any extra payment/ claims whatsoever.

11.1.4. The contractor shall ensure that local labour (unskilled as well as skilled) to the extent possible and available from local sources is preferably employed on work, with special priority being given to the persons and /or dependents of person whose land has been acquired or the already mentioned works or any other facility in connection with the project. For any infringement of these provisions, the BCPL shall be at liberty to rescind the contract without any liability to pay any compensation what-so-ever to the contractor.

12. PROGRESS REPORTS

12.1.1. Weekly Progress Report: This report shall be submitted to EIC on weekly basis without any fail in the approved format.

12.1.2. Monthly Progress Report: This report shall be submitted by the contractor on a monthly basis to the Engineer-in-charge within three calendar days from cut-off date as agreed upon, covering overall scenario of work.

The report shall include but not limited to the following:

1. Brief Introduction of work.
2. Activities executed /achievements during the month.
3. Schedule Vs Actual percentage progress of work and progress for sub-ordering, manufacturing/delivery. Overall progress status of Purchase orders.
4. Areas of concern/problem/hold ups, impact and action plans
5. Resource deployment status.



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13.1.3. Any other report / details in addition to above shall also be prepared & submitted by the contractor as required by the Engineer in-charge / Site Engineer from time to time.

13. Quality Assurance/Quality Control Procedures

13.1.1. The CONTRACTOR shall submit, a detailed Quality Assurance Procedure (QAP) to the BCPL for approval. The QAP should indicate the organizational approach for quality control and quality assurance plan for the job and also provide objective, verifiable evidence that they have carried out all activities for the purpose and followed the specifications, as laid down in the tender documents and procedure. The QAP will include the following

(i) Quality Control Plans showing the details of all the activities to be examined by the quality control group of the Contractor and also the activities which are proposed to be inspected by inspection agency of the Contractor appointed with due approval of the BCPL and along with the documentation which shall be maintained and submitted to the BCPL.

(ii) Quality Control Plan and Quality Assurance Procedure, in case a portion of the work or supply is being carried out by a sub-contractor/ specialized agency.

13.1.2. Field inspection

Contractor shall have a competent Supervisor on the premises, at all the times during performance of the work. Any instruction given to the Supervisor shall be construed as having been given to the Contractor.

13.1.3. Erection and installation

The Contractor shall carry out required supervision and inspection as per the Quality Assurance plan and furnish all assistance required by the BCPL in carrying out inspection work during this phase. The BCPL shall have engineers, inspectors or other authorized representatives, who shall have free access to the work, at all the times. If representative of the BCPL notifies the Contractor's authorized representative, of any deficiency, or recommends action regarding compliance with the specifications, the Contractor shall make every effort to carry out such instructions to complete the work conforming to the specifications and approved drawings in the fullest degree consistent with the best engineering practice.

13.1.4. Existing services

1.0 Existing drains, pipes, petroleum pipelines, cables, overhead wires and similar services encountered in the course of the work shall be protected against damage by the Contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the BCPL thereof, or otherwise occupy a part of the site in a manner, not likely to hinder the operation of such services.

2.0 Any damage affecting the existing facilities / structures due to the Contractor's fault shall be repaired by the Contractor at his own cost to the satisfaction of Engineer-in-Charge/ concerned authority.

13.1.5. Equipment / Tools

Contractor shall ensure all equipment to be in sound operating condition, safe and fit for the purpose and use intended for and to have a sufficient supply of spare parts to avoid delays in the performance of the work resulting from loss of use. Latest test certificates wherever required shall be made available for reference to the Site Engineer/ Engineer-in-Charge. All construction equipment shall be subject to inspection and approval from time to time by the BCPL for the purpose of ensuring conformity with the foregoing standard. Any such equipment which is rejected or not conforming



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with the foregoing shall be promptly repaired or removed by Contractor and if removed shall expense with suitable equipment.

13.1.6. Site Clean up

Contractor shall clear the job site of all pipes, surplus materials, Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all temporary work structures, and construction and other items and things whatsoever brought upon, erected upon the job site and not incorporated in the permanent works and shall remove all rubbish from the job site and shall clear, dress and restore the job site to the satisfaction of the Site Engineer and shall completely vacate the job site.

14 DRAWINGS

14.1 The drawings accompanying these tender documents (in PDF/ DWG form) are preliminary and are intended to be studied by the CONTRACTOR in order to form an idea about the nature and extent of works involved.

14.1.1. The drawings and detailed specifications submitted by the CONTRACTORS (as part of their proposals) shall give all details such as dimensions, weights, manufacturer's name of materials, catalogues, details of supporting drawings and general arrangements, data etc.

14.1.2. Approved for Construction drawings shall be issued to the Contractor progressively in due course matching with the progress of work.

14.1.3. All dimensions / details on drawings must be in metric units. However where the items are marked in other standards & units, the metric units shall be shown in brackets along with other such units.

14.1.4. All drawings prepared for this work after award of the work shall be the property of the BCPL and the contractor shall not use the same for any other work except the work under this contract.

14.1.5. Drawings for execution of works must be submitted by the contractor to the BCPL, for approval, within 15 days from the date of issuance of letter of Acceptance. Any point raised by BCPL regarding clarifications/ changes in the drawings and documents shall be cleared/ incorporated in the drawings to the entire satisfaction of the BCPL without any extra cost and without prejudice to the contractual responsibility of the contractor, for the correctness & soundness of the drawings, documents detail engineering documents etc. Any change/ modifications carried out by contractor, at the instance of the BCPL shall not absolve the contractor of his responsibility for the correctness of the drawings, detail engineering s etc. adopted by him for the work. After the completion of the work all the site modifications shall be incorporated in the drawings and 6 sets of 'As Built' drawings along with one set of reproducible shall be supplied to the BCPL as per provisions herein.

15 DOCUMENTATION

15.1 Notwithstanding the provision contained in standard specifications, upon completion of work, the Contractor shall complete all of the related drawings to the "AS-BUILT" stage (including all vendors/sub-vendors for bought out items) and provide the BCPL, but not limited to, the following:

- (i) General layout drawings
- (ii) Drawings for Contractor-supplied equipment
- (iii) Schematic drawings of systems
- (iv) Power cable and control cable layout
- (v) All drawings of control system/ instrumentation etc.



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15.1.2. Datasheets / Documents

- (i) All jointly signed reports / records.
- (ii) Name plate details of Equipment.

15.1.3. Equipment drawings / Documents (Contractor-supplied)

- (i) Manufacturer's drawing of equipment with dimensions.
- (ii) Inspection reports
- (iii) Warrantee Certificate
- (iv) Calibration certificate (wherever applicable)
- (v) Equipment Commissioning Report.
- (vi) Operation & Maintenance manuals
- (vii) Trouble shooting manuals
- (viii) Spare parts list

15.1.4. Three (03) hard copies of as built drawings along with a soft copy of CAD Drawings in pen drive shall be submitted to the EIC. All As-Built drawings shall be prepared using electronic software Auto CAD 2010 or later and shall be to the satisfaction of the EIC/ Site Engineer.

All Data Sheets shall be prepared in MS WORD/ MS EXCEL. Alternatively, hard copies of the datasheets furnished by the equipment supplier may be scanned and put in a proper sequence.

16. GUIDELINES FOR ADHERANCE TO VARIOUS LABOUR LEGISLATIONS FOR PIECE RATE & SHORT TIME JOB:

- 16.1 The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- 16.2 Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment/revision thereof. Normally escalation of Minimum Wages takes place in every 6 months i.e., 1st April and 1st October to be provisioned.
- 16.3 The Contractor is solely responsible for the disbursement of wages and other dues to their respective workman latest by 10th day of every month via electronic mode.
- 16.4 Paid National Holiday shall be granted to every workman during a calendar year (26th January 15th August & 2nd October)
- 16.5 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder. In case of deployment of contract workers outside Factory Premises, contractor to ensure provision of leave as per CL (R&A) Act. 1970.
- 16.6 Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and as amended from time to time.
- 16.7 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that



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Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.

- 16.8 Contract workers to provide with ESIC facilities as per the provisions of the Employees State Insurance Act. 1948 and rules thereunder. Contract workers not covered under ESIC to be given coverage of extent provisions of Employees Compensation as per the provisions of Employee Compensation Act-2010 and as amended from time to time. The contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of and out of employment in respect of workman deployed by the contractor as per Employees' Compensation Act, 2010 and rules framed there under.
- 16.9 Every women worker shall get Maternity Benefit as per the provision of the Maternity Benefit Act. 1961 and as amended from time to time.
- 16.10 Contractor to issue Employment Card to all their contract workers as per the FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- 16.11 Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.
- 16.12 Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions.
- 16.13 Contractor to undertake Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder & submit health check-up report to HR Department.
- 16.14 Engagement of contract workers will be allowed upto maximum 60 years of age only. No contract workers will be allowed to engaged in BCPL worksites aging 60 years and above.
- 16.15 Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed atleast 240 days in preceding 12 months as on the day of retrenchment.
- 16.16 Contractor shall abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
- 16.17 Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.



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- 16.18 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- 16.19 The contractor shall indemnify BCPL against all losses or damages caused to it on account of acts of the personnel deployed by him.
- 16.20 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 16.21 The contractor is required to maintain registers and records as required under various applicable laws.
- 16.22 The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- 16.23 In addition to above, contractors shall ensure implementation of all applicable labour laws / legislation and rules made thereunder and their respective amendments issued by Appropriate Authority from time to time.



भाग- VI
SECTION – VI

तकनीकी विनिर्देश (टीएस) और कार्य स्कोप
TECHNICAL SPECIFICATIONS (TS)
& SCOPE OF WORK



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Technical Specification & Scope of Work for installation of Automatic Rim Seal Fire Protection System for 03 nos. of External Floating Roof Naphtha Storage Tank (EFRT) at BCPL, Lepetkata.

INTRODUCTION OF BCPL

Brahmaputra Cracker and Polymer Limited (commonly abbreviated as the BCPL) is a central public sector undertaking under the Ministry of Petroleum and Natural Gas, Government of India situated at Lepetkata, Dibrugarh (ASSAM). Dibrugarh town is the district headquarter, situated on the southern bank of the Brahmaputra, it is connected by broad gauge railway line of N.F. Railway to the rest of the state and the country through Tinsukia. Two major Railways station are present in the Dibrugarh Town. The N.H.-37 is the major road running through the district and BCPL Lepetkata Petrochemical Complex lies adjacent to N.H.-37. Mohanbari Airport is located at a distance of about 23 KM from BCPL Lepetkata, which serves the Upper Assam district of Dibrugarh, Tinsukia and Sivasagar and Arunachal Pradesh and is linked with Guwahati, Kolkata, and Delhi. Besides, the Air force field at Chabua (Nadua) at a distance of about 25 KM from Dibrugarh is also used for air link with other important towns of the North East and Kolkata. The district occupies an area of 3381 Sq. Km.

INTENT, SYSTEM REQUIREMENT, DESIGN CRITERIA AND SCOPE

1.01 This specification is intended to cover following activities and services in respect of Automatic Rim Seal Fire Protection System for 03 nos. of External Floating Roof Naphtha Storage Tank (EFRT) at BCPL Lepetkata.

- i) Detailed design of Automatic Rim Seal Fire Protection System for External Floating Roof Tank (EFRT).
- ii) Complete manufacturing, procurement, including inspection & testing.
- iii) Providing engineering data, drawings, and O&M manuals etc. to BCPL for review and records.
- iv) Packing and transportation from manufacturer's works to the site.
- v) Receipt, storage, preservation and conservation of equipment at site.
- vi) Fabrication, pre-assembly, if any, erection testing and putting into satisfactory operation all the Automatic Rim Seal Fire Protection System for External Floating Roof Tank (EFRT) including successful completion of trial operation.
- vii) Performance Guarantee/Commissioning test after successful completion of trial operation.

1.02 The requirements specified under various sections of the specification shall be considered as part of this section. It is not the intent to specify herein all the details of design and manufacture. However, the equipment and the system shall conform in all respects to high standards of design, engineering and workmanship and shall be capable of performing the required duties in a manner acceptable to BCPL, who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgement is not in full accordance herewith.

1.03 Contract shall carry out and complete the job so as to make the scheme complete in all respect as per technical requirement and to deliver the desired output / performance for the scope defined in the specification. Within the scope of the contract, no variation shall be admissible to the contractor. The Bidder shall be responsible for providing all material, equipment and services, specified or otherwise which are required to fulfil the intent of ensuring operability, maintainability and the reliability of the complete work covered under specification.



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1.04 The Bidder shall deem to have understood completely all the tender documents and drawings and quoted accordingly.

1.05 **Zero Deviation:** There shall be no deviation on technical specification. The bidder shall sign and stamp the "Certificate for No Deviation" enclosed in tender document towards confirmation. It will be the responsibility of the Bidder to fully meet the intent and requirements of the specification within the quoted price. *Deviations in any other form including clarifications/assumptions/etc. will not be considered and it will be considered that the bid conforms strictly to the specification.*

1.06 The Bidder to note carefully that the parameters estimated capacities of equipment indicated and the tender drawings in the specification are only for the guidance of the Bidder. The system shall be designed as per relevant standards codes and exact capacities and quantities are to be estimated by the Bidder. All such estimations and design calculations shall be submitted for BCPL's approval.

1.07 The bidder deemed to have inspected the site thoroughly and acquainted himself with the nature of work. No claim/extension of time whatsoever shall be entertained on account of prevailing site conditions.

TECHNICAL SPECIFICATIONS

Automatic Rim Seal Fire Protection System for External Floating Roof Storage Tank (EFRT).

Type: PLC based **two wired Linear Heat Sensing (LHS)** detection system & Foam Suppression System meeting OISD 116 requirement or latest applicable guideline on Rim Seal Fire Protection System released by OISD.

Details of the Tanks:

Type: EFRT

Number of Tank: 3 Nos.

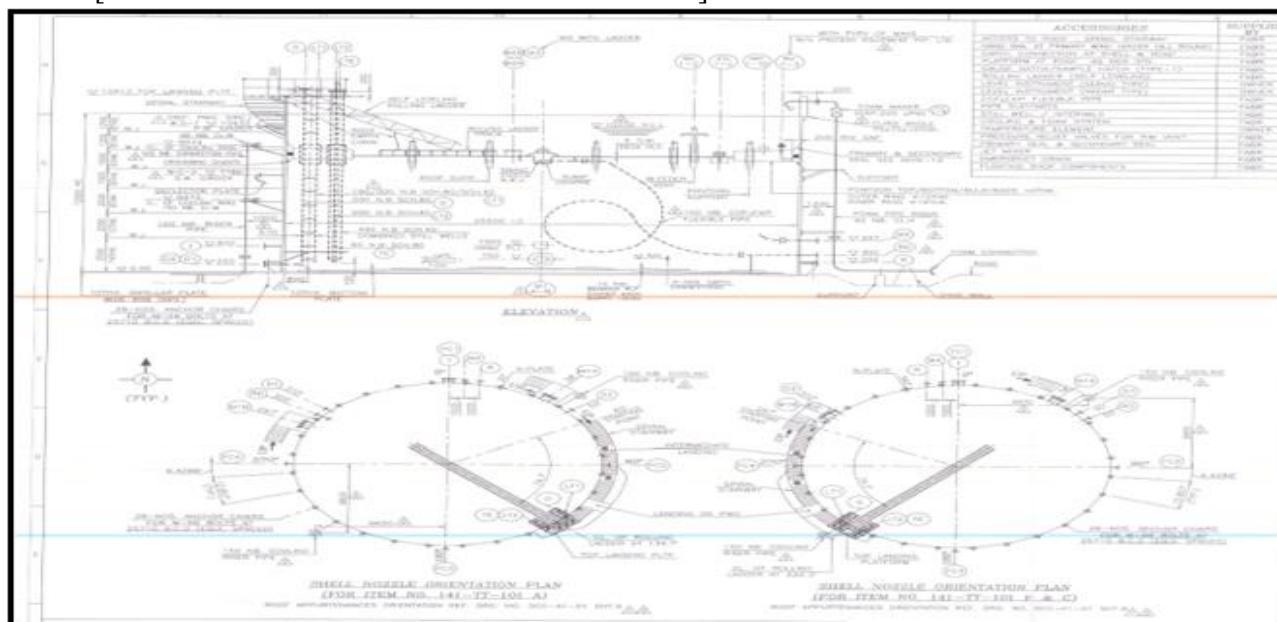
Capacity of Each Tank: 5000 M³

Diameter of Tank: **25.5 Meters**

Height of Each Tank: 12 Meters

Refer GA Drawing: General Arrangement drawing for single deck floating roof tank 141-TT-101

A/B/C [REF DRAWING-1 FOR BETTER CLARITY]





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1.0 Scope

The scope of this tender covers following jobs:

a) Engineering design & drawing, supply, fabrication, installation and commissioning of Automatic Rim Seal Fire Detection and Suppression System of 03 nos. external floating roof tank (EFRT).

Exact requirements shall be worked out by the vendor before quote. The scope of the work under the contract shall be deemed to include all such items, which although not specifically mentioned in the bid documents and/or in the bidder's proposal, but are required to make the equipment/system complete for its, efficient, reliable and trouble free operation, unless the same is specifically excluded from the Bidder's scope of work under exclusion (refer 12.0 Exclusion).

Bidders shall consider reputed makes for various equipment's meeting the specification /tender requirement which shall be subjected to BCPL approval during design engineering stage.

The scope include transportation of materials from manufacturer's site to BCPL Site, receipt of material at BCPL site, unloading, safe storage of material, handling of equipment material at site, erection of equipment /material at site including fabrication, equipment and system testing, commissioning of the entire system, conducting SAT/performance guarantee test/commissioning test to the satisfaction of Engineer In-charge(EIC), BCPL and final handing over of the entire system to BCPL.

The automatic Rim seal fire protection system shall consist of:

i) **Two wired Linear Heat Sensing (LHS) Detection sensor.**

ii) **Foam based Fire Suppression system. The extinguishing foam should apply in the seal area minimum @18 lpm/m² in a uniform manner to extinguish Rim Seal fire in approx. 40 seconds as per OISD 116.**

iii) **FO (Fibre Optic) communication with plant main F&G PLC in SRR#2 at a distance about 2000 metres from the Tank area as specified in JOB SPECIFICATION (INSTRUMENTATION).**

iv) **Two wire detection sensor must have UL listing or Vds/FM/LPCB approval.**

v) The detection system should be site configurable type. Apart from set point configured by software, a Two Wire linear heat detection system having two different sensing cables, both of different temperature rating, shall also be considered as "Site Configurable".

vi) Various sub-systems of rim seal fire detection system and suppression systems must have necessary statutory approvals as per the law of the land.

vii) A robust design which will ensure that fault / failure, of any nature, in the automated system of one tank shall not affect the intended function of the RIM seal protection system of the other two tanks.

Details of the Distances to Tanks (approximate):

Between field (141-TT-01A/B/C) and Storage Control Room SRR-2	Approx. 2000 Meters
Between Vendor supplied junction boxes at top of tank and PLC based fire alarm system local panel (located outside dyke wall in field)	Approx. 400 Meters
Between Substation to local PLC fire alarm panel	Approx. 1000 Meters

The distance mentioned above are indicative and bidder shall visit site for actual measurement if required.



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2.0 Objective

The system must detect and extinguish fire of Rim seal at the incipient stage and simultaneously energize the annunciation module for active participation of plant personnel to control and rescue of man materials.

3.0 Basic Principle of Operation & Operating Condition:

The system shall consist of a Site Configurable, Two Wire Linear Heat Sensing (LHS) detection system, monitoring the rim-seal area over the whole tank circumference. The two wired linear heat detection element, which shall be laid around the whole circumference in the rim seal area of the floating roof tank, with two runs shall rapidly detect the fire at its incipient stage not later than 10 seconds of its occurrence, raise an alarm at manned location/s and automatically discharge low expansion foam over the rim seal area of the tank. The system shall be modular type with each module protecting a defined length of rim-seal area and all modules shall discharge simultaneously on detection of fire at any location on the rim seal area. The detection system shall have integrated programmable self-diagnostic facility with annunciation of status displayed at manned location/s.

3.0 (a) Operating Conditions:

The Heat detection and automatic foam suppression system shall be suitable for operating in humid and corrosive atmospheres found in oil terminals in India. The system shall be suitable for working in relative humidity up to 95% (noncondensing) & temperature range of +1 deg. C to +65 deg. C.

The system shall be tolerant to influences such as electromagnetic interference, static discharge, stray radiations, aggressive or corrosive vapour, UV radiation, and heavy rainfall & electrical surge.

All enclosures for electrical equipment shall be suitable for use in Zone 1, Gas group IIA/IIB as per hazardous area classification & approved by PESO/DGMS/CIMER. Bidder shall submit valid test certificates issued by PESO/DGMS/CIMER irrespective of country of origin. The test certificate for enclosure shall contain details of the components installed in it. As a minimum, all enclosures and instruments in the field shall also be dust proof & weather proof to IP65.

3.0 (b) Hardware & Electronics:

The system shall be modular type fail safe condition with each module protecting a defined length of rim seal area and all modules shall discharge simultaneously on detection of fire at any location on the rim seal area. The detection system shall have programmable self-checking/self-diagnostic facility with annunciation of status displayed at control room and field local control panel. The system shall be designed to allow quick resetting after any incipient or small-scale fire event and following successful extinguishment, either through manual or automatic operation

Specific Graphics display panel (including system operation) shall be provided for monitoring of the system in field local control panel.

4.0 Basic components

The system shall consist of following basic critical components:

- a) Linear Heat Detection (LHD) sensor.
- b) Foam Fire Suppression System.
- c) Main Rim seal Fire Alarm panel (Existing panel at site).
- d) Local control panel (FLP Type) with indication of fire outside the tank dyke.



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e) Fail Safe Arrangement

f) Commissioning & mandatory spares shall be mentioned and included in cost of material/supply. The supply of commissioning & mandatory spares is in vendor scope.

5.0 Linear Heat detection (LHD)

5.1 Principle of Operation

The system shall consist of a microprocessor based, two wired Linear Heat Sensing (LHS) detection system, monitoring the rim-seal area over the whole tank circumference. The two wired linear heat detection element, which shall be laid around the whole circumference in the rim seal area of the floating roof tank, shall rapidly detect the fire at its incipient stage not later than 10 seconds of its occurrence, raise an alarm at manned location/s and automatically discharge low expansion foam over the rim seal area of the tank from the existing AFFF based suppression system.

The system shall be modular type with each foam module protecting a defined length of rim-seal area and all modules shall discharge simultaneously on detection of fire at any location on the rim seal area.

The system shall be such that after any rim-seal fire event it can be replaced by trained site personnel without the need for specialist engineers.

Local PLC based fire alarm panel shall be provided outside dyke for control and monitoring of the system. Repeat signal shall be provided for indications/ alarm of FIRE and FAULT to Purchaser F&G plc as specified in job Specification (instrumentation).

The LHS elements shall be of suitable diameter and thickness in line with UL listing/VdS/FM/LPCB approval.

Sr. No.	LHDC Datasheet		Vendor to Furnish Details
1.	Type	Non-Resettable Digital Heat Sensing Cable	
2.	Number of cores	2(Two)	
3.	Conductor Material	Tinned copper coated steel	
4.	Min Conductor Diameter	0.9 mm *VTS	
5.	Max Conductor Resistance	100 Ohms per KM*VTS	
6.	Insulation	Thermoplastic (Heat Sensitive Polymer)	
7.	Inner Sheath	#	
8.	Outer Sheath	Nylon	
9.	Min Insulation Material Thickness	0.35 mm *VTS	
10.	Minimum Bend Radius	50 mm*VTS	
11.	Weight	#	
12.	Voltage Rating	#	
13.	Max Ambient Temperature	70°C	
14.	Min Alarm Temperature	80°C	
15.	Max Alarm Temperature	110°C	
16.	Approximate detection time	<=10 Sec	
17.	Approval	UL, FM, VdS or LPC	

Vendor to specify



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“The offered LHD cable should have Proven Track Record (PTR) of similar system (same type, same make & same model /series) operating satisfactorily for a duration of at least 6 months in Rim seal protection system of Hydrocarbon Tankage of any Petroleum/Petrochemical installation in India. Relevant documents shall be submitted during technical bid submission.”

5.2 Linear Heat Detection Monitoring

Linear Heat Sensing elements shall be securely fixed as close as possible to the highest point of the seal assembly. The Sensing elements shall be located between primary & secondary seal.

The bidder shall supply all necessary fixing brackets, sleeves, clamps or other devices required to install the LHS elements on the tank roof.

5.3 General requirements:

- a. The Linear Heat Sensing elements shall be site replaceable after exposure to and rapid extinguishment of associated hydrocarbon fires. The detection system should be restorable for service after event occurrence by replacement of LHS element.
- b. The LHS elements shall be of suitable diameter and thickness in line with UL listing/VdS/FM/LPCB approval. System should be designed in such a way that sensor element length of individual section should not be more than as recommended by manufacturer.
- c. The detection system shall be site configurable and have self-diagnostic features.-
- d. When the entire length of Linear Heat Sensing element is kept at a height of 300 mm above the centre line along the length of 300 mm wide and fire tray of 6.0 meter long containing motor spirit & fuel is set on fire, the fire should be detected approx. 10 seconds from the start of the fire. FAT POINT
- e. The detection system shall provide fire alarm/fault signals separately for each tank at the rim seal fire alarm PLC panel outside dyke area and in Control Room F&G PLC.
- f. The Detection system shall be of decentralised type i.e. individual detection system (Linear Heat sensing element with associated accessories) for individual tank shall be independent & shall be mounted on the tank roof itself.
- g. All field junction boxes instruments/electrical equipment shall be provided with pre-fabricated, Powder coated electrically earthed steel/FRP canopy.
- h. The system shall be fail safe as per the criteria given in Annexure-I.

6.0 Foam Fire Suppression System

6.1 Design

The Rim seal fire suppression system shall include the appropriate number of equally spaced identical modular foam units mounted adjacent to but, outside the containment area of the foam dam so as to protect the entire rim seal area. The foam units shall be charged with pre-mixed foam solution pressurised with nitrogen as an expellant gas. All modules on a tank shall be actuated simultaneously in the event of automatic detection of fire on the tank roof or by actuation of a manual release station outside the Dyke wall. The system shall be designed for a minimum foam application rate of 18 lpm/m² of rim seal area. Sufficient allowance +10% or more over and above minimum foam application rate should also be considered for the losses if any. An applicant period of approximately 40 seconds as per OISD-116.



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The system shall be modular in design with each section of foam distribution manifold protecting the equal length of Rim seal area. In order to ensure full foam coverage in the entire rim seal area.

The placement of the nozzle shall be such that foam application shall be uniform including the area at the ends of the manifold.

Foam concentrates to be used in the rim seal fire protection system shall be UL listed/ IS:4989 PART-2 certificate, 3%/6% concentrate aqueous film forming foam (AFFF). The type of foam will be confirmed by BCPL during detail engineering.

6.2 Foam solution modules

a) Stainless Steel (SS-316) Foam solution storage tank (foam module) shall be designed to meet foam application rate of minimum 18 lpm/m² (allowance +10% or more) of protected rim seal area for an application period of approx. 40 (as per OISD) seconds or less (refer 6.1 above for details). However, the maximum capacity of each foam solution storage tank shall not exceed 250 litres.

b) Foam solution storage tank shall be manufactured to ASME- Sec. VIII, Div-1 requirements.

c) Foam Discharge Manifold and distribution pipe work shall be made of SS-316 with aspirating foam spray nozzles (expansion ratio 1:3 to 1:6), nozzle MOC shall be of brass/. as per UL listing and evenly spaced to cover one segment of rim seal up-to maximum length 50 meters.

d) Foam Discharge valve shall be provided at discharge outlet. The valve shall be quick opening with very low system/differential pressure.

e) Distribution Manifold, Pressure transmitter to indicate low foam module pressure, etc. shall be installed on each foam module, A foam solution level gauge for checking level in the field and level transmitter to monitor level shall be provided for each control module. Also, facility for display of foam solution low level/monitoring of each foam module unit shall be provided at LCP, main panel Low level alarms. Two small capacity PESO approved nitrogen cylinder with valve, regulator with indication of cylinder pressure and outlet pressure, vent valve, safety valve & bleeder valve, and flexible charging hose with end fitting (for each cylinder i.e. two sets) for charging nitrogen in foam module shall be supplied as part of material along with Portable trolley mounted N₂ filling kit including cylinder & hose reel to facilitate pressurizing the foam modules. The cylinder shall be approved by PESO and PESO certificate, cylinder test certificate and filling permission shall be submitted with supply.

f) Canopy shall be provided on each foam module for protection from sunlight & rain water.

g) Clearly legible schematic block diagram and safe operating procedure shall be permanently fixed on each foam module. SOP shall also be displayed at manual operation unit (outside dyke/bund).

h) Suitable sized filling and draining facilities shall be provided for operation and maintenance of foam modules, A safety relief valve is to be fitted on each foam module.

i) Each foam module shall be fitted with a pressure gauge to manually identify module pressure.

Additionally, the signal from the pressure transmitter shall be terminated into the DMR PLC Local control panel and made available to SRR#2(Satellite Rack Room#02).

j) One Test discharge connection with nozzle for each foam module shall be provided to allow testing of system without discharging foam into Rim seal area.

6.3 Foam system general requirements



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- a) The discharge nozzles shall be mounted above the Primary seal and aligned such that the discharge pattern shall be directed at the tank shell above the primary seal around the complete circumference of the tank.
- b) The suppression system shall be capable of actuation from local indication panel to be installed outside the tank dyke.
- c) The foam discharge nozzles & foam concentrates shall be UL listed / FM Approved.
- d) All the piping & fitting of foam solution system shall be of SS-316.
- e) Pipe supports shall be designed and located to effectively sustain the weight and thermal effects of piping system and to prevent its vibration.
- f) The piping shall be provided with the required number of valves, bends, and fittings for the efficient functioning of the system.
- g) Module Pressure Low signals shall be available from the unit through pressure transmitter.
- h) Module level low signals shall be available from the unit through level transmitter.
- i) Module Operated signals shall be available from the unit through Pressure Transmitter.

7.0 Alarm & Control Panel

7.1 Local Panel & Junction box:

The alarms shall be available in the local control panel:

- o Fire - Flashing light and sounder
- o Detector Fault - Flashing light and sounder
- o Module pressure low (per module) - Flashing light and sounder.
- o Module level low (per module) - Flashing light and sounder,
- o System Operated (individual module of tank) - Flashing light. and sounder.-
- o Total system is healthy -Constantly illuminated green light
- o Power On-Constantly illuminated light
- o Manual/Emergency Actuation Point- Fluorescent.

7.2 Emergency Actuation point:

Manual Actuation point shall be provided on the Local panel/junction box outside the tank dyke for manual action of foam suppression system.

Manual Actuation Point (MAP) shall be labelled with fluorescent paint clearly indicating the relevant tank numbers. It should require two operations for actuation - e.g. Pull down flap & Push Button. It should meet hazardous area classification and shall be minimum rated for at least Zone 2 application.

8.0 Tank Alarm Automation:

As specified in JOB SPECIFICATION (INSTRUMENTATION).

9.0 Connection Cables/Junction boxes:

9.1 General requirement: **Sizing of power, signal/communication cables shall be considered for four systems (present three and future one) tanks.**



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a) Power & Control cables for the system shall be supplied by the contractor. Supply, laying & termination of all power & control cables is in contractor's scope, hence supply of cable accessories such as lugs, glands, cable tags & markers etc. shall be included by the bidders in their offers for the system. Necessary cable trays & hardware for fixing the same on walls or elsewhere shall be included by the bidders in their offers. Earthing material viz. GS flat & wire shall be supplied by the bidders. All the cable should adequately size to meet the purposes, but not less than size 2 core x 1.5 Sq.mm copper conductor, and armored cable FRLS type. Cables between tank roof to Dyke wall shall be fire survival cable (FS Cable).

b) All the arrangement for cable. cable laying, 730 mm (minimum cable depth) depth in trenches for power LT and control cable, excavation, sand & earth filling, brick pitching work, field JB/panel, metal cable tray, tray supports, in road and other area, cable route marking signs at least 20 M distance, sealed FR 2 hours cable entry in substation/control rooms etc. are in Contractor scope.

9.1.1 The connection cable onto and from the tank roof shall:

- a) Consist of stranded copper conductor of minimum 1.5 mm² according to power requirements,
- b) Have a working temperature range of -40°C to +80°C.
- c) Have length and mounting suitable for tank roof movement over the entire height.
- d) Cables between tank roof to Dyke wall shall be fire survival cable and control room/operator Cabin to Dyke wall shall be armored FRLS.
- e) Cable Joints shall not be used for signal and control cables,
- f) There shall not be any cable joints for power cables inside the tank dyke.
- g) All cable glands shall be provided with PVC shrouds to prevent ingress of moisture and rain water inside the enclosures,

9.1.2 All multi-color core cables having more than three cores shall have a minimum of 20% spare cores / pairs, (Preferably 10 cores)

9.1.3 Power distribution network shall be designed in such a way that single point failure shall not cause tripping of the total system. Each distribution point shall be provided with a separate MCB of power rating for isolation of the system, Each dyke local panel JB should have redundant power supplies.

9.2 Cable routing onto the tank

Provision shall be made to prevent snagging of the cable. It shall take account of tank roof movement and wind conditions. Routing shall be done along the rolling ladder with necessary arrangement to ensure that the cable does not snag under the ladder wheels.

9.3 Cable routing outside tank dyke:

All the above ground cables shall be laid in galvanized perforated G.I cable trays. Overground Cables shall be laid in armored HDPE conduits as per ASTM F2160 (Standard Specification for Solid Wall High Density Polyethylene Conduit),

10.0 Spares and consumables

Vendor shall supply all type of commissioning spares separately.



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Vendor shall note that all commissioning & mandatory spares shall be supplied along with the equipment/system as per the list of mandatory spares appended below as minimum.

10.1 List of Mandatory Spares:

Spray Nozzle: 10 % of total Nos. and at least sufficient for one foam module system.

The above list indicates Predefined Mandatory spares excluding the Commissioning spares, Consumables and installed engineering spares for system-oriented items. The Commissioning spares and Consumables (if any) shall also be part of vendor's scope of supply.

10.2 Consumables and O&M Spares

a. Supply of all or any material/parts deemed to be required for installation & smooth commissioning of the system within the specification will be in the scope of the vendor i.e. all material, consumables & spares required for successful commissioning of system shall be in scope of work / supply of vendor.

b. Bidder should submit technology & service support letter of installed system for 10 years from the date of PO on company letter head. If the vendor is an authorized or legal representative of any Principle the support letter from Principal is also required, The Tender/PO/WO number shall be mentioned in the technology & service support letter issued by manufacturer/Principle.

c. Further the bidder should submit item wise price list of two years normal Operation & Maintenance spares for Post Warranty trouble free operation along with the price bid separately for reference and records only. **The price list should be valid for six months from the bid opening date.** This will not be evaluated for bid comparison purposes. BCPL, at its own discretion, may place order to all or part of the O&M spares mentioned by the vendor.

11 Training: Vendor should give 02 days (04 batches/groups of 04 hours duration each) training about equipment, operation & maintenance of system at BCPL Lepetkata to F&S & Plant Employees. Consumable (foam etc.) for training at BCPL Lepetkata, are in BCPL scope. The expenses with respect to training faculty/vendor representative will be in vendor scope. BCPL will provide training facility (training hall, PC/projector etc.) at BCPL Lepetkata.

12. Exclusion: Electric power & water required for erection/installation, testing, & commissioning of system at BCPL Lepetkata is excluded from vendor scope.

Annexure-I

FAIL SAFE REQUIREMENT

The system shall have features that ensure fail-safe operation of the rim seal fire protection system even under abnormal conditions.

To ensure the fail-safe operation of the rim seal fire protection system, the system shall be designed in such a way that in the event of any failure within the system due to any reason like cable damage, power failure, mechanical damage to the system parts or adverse environmental condition, the system shall alert users through alarm. Rim seal fire protection system shall have following features to ensure the fail-safe operation:

CASE 1: Power failure from mains to the fire alarm panel in the control room/rim seal protection system:



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Power supply to all components of the Rim seal fire protection system including panels shall be taken from Un-interrupted Power Supply (UPS) source. In case of failure of AC Power, UPS to supply continuous power to the system,

CASE 2: Any hardware/software problem in functioning of fire alarm panel in control room: system should independently be able to actuate the extinguishing system locally on the tank pen detection of fire without any support from the fire alarm panel in the control room. This feature should be of de-centralized and independent for each tank.

CASE 3: Failure / cut of any or all signal cables communicating to / from tank to control room or vice versa:

The system should have the feature whereby it would still remain functional locally on the tank i.e. detect fire, give alarm (actuation signal) locally and actuate the extinguishing system. Cable fault signal should be displayed on the fire alarm panel in control room.

CASE 4: Failure of detection system installed on the tank

The system should give "detection fault" alarm signal at fire alarm panel.

CASE 5: Open circuit of Linear Heat Sensing cable:

Open circuit Fault indication / alarm should be displayed on the fire alarm panel

CASE 6: Pressure in the Foam module low:

Low module pressure indication & alarm should be displayed on the fire alarm panel, LCP & Graphic console.

CASE 7: Level in the Foam module low:

Low level indication in foam module should be displayed on the fire alarm panel, LCP & Graphic console.

CASE 8: Failure / cut of any/or all power cables:

In case of failure of power cable supplying power to the local unit of the tank, the system shall provide fault alarm/signal at LCP, main rim seal fire alarm panel / graphic console located in the control room.

Material Specification

SPECIFICATIONS FOR AFFF/AR-AFFF FOAM

a) Aqueous film forming foam (AFFF) 3%/6% or Alcohol Resistance- Aqueous film forming foam (AR-AFFF) 3%/6% foam concentrate of UL Listed (Underwriters Laboratories Inc.)/IS mark (IS 4989 PART 2) will be used as charged for the foam modules. Foam shall be supplied by the bidder for the purpose of FAT, SAT, other test & commissioning of the system (including first fill).

b) The bidder must provide a copy of UL listing) BIS certificate at the time of inspection/testing.

PHYSICAL AND PERFORMANCE CHARACTERISTICS SHALL BE AS PER UL 162 AND 15 4989 PART 2 WITH LATEST AMENDMENTS UP TO DATE

SPECIFICATIONS FOR ELECTRICAL ITEMS & CABLES:



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1. SPECIFICATION FOR EXPLOSION / FLAMEPROOF JUNCTION BOX

1	Body & Cover	Cast Al. Alloy (LM-6); minimum 3 mm thick.
2	Gasket	Neoprene rubber
3	Terminals	Clip on type, block locked at both ends suitable for up to 2.5 mm ² conductor.
4	Tag nameplate	To be provided
5	Paint	Anti corrosive epoxy paint, shade light gray
6	Protection class	Flameproof — Exd Zone 1 & 2, Group IIA, IIB as per IS 2148, T6 & IP 65 to IS 13947/93, PESO (CCOE) approval
7	Other	Flameproof junction box shall have detachable caver, which is fixed, to the box by means of cadmium plated hexagonal head screws, Terminal shall be spring loaded, vibration proof. clip-on type, mounted on nickel plated steel rails complete with end cover and clamps for each row. Sizing shall be done with due consideration for accessibility and maintenance in accordance with the following guidelines: ▪ Two Terminal strips consisting of 24 terminals shall be provided. ▪ 50to 60 mm gap between terminal strips. and sides of box parallel to terminals Strip. ▪ 50 to 60 mm gap between two parallel terminal strips. ▪ Bottom/top of terminal strips shall not be less than 100 mm from bottom/top of the Junction Box. All junction boxes shall be provided with external earthing lugs. All junction boxes shall be provided with 20% spare cable entries and terminals. Each junction box shall have a minimum of 10% or 2 Nos. whichever are higher, spare entries. All spare entries shall be with EXD plugs. Flameproof / WP Double compression type S5 cable glands ‘Plugs shall be provided by vendor. All the cable glands shall be preferably NPT with PVC hoods unless otherwise specified.
8	Cable Entry	Shall have min. 12 side entry points(1/2" or 3/4") for 2C x 1.5 mm ² cable and 1 bottom entry (1 1/2") for Multicore cable (24C x 1.5mm)

2. Manual Activation Point (MAP)

Sl. No	Description	Specification
A.		Mechanical Data
1	Type	One push button actuated with mushroom head
2	Material	Aluminum LM6 with safety glass
3	Protection	Flameproof = Exd Zone 1 & 2, Group IIA, IIB as per IS 2148. T6 & IP 65 to [IS 13947/93, PESO (CCOE) approval
4	No. of Contacts	2 NO +2 NC
5	Contact Rating	230V AC 5A
6	Gasket	Neoprene



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Power cables shall be 1100 / 660 V grade. Multi stranded copper conductor. XLPE insulated, PW'C inner extruded sheathed, GI wire / Strip armored and FRLS PVC outer sheathed confirming to IS 1554. Cables between tank roof to Dyke wall shall be fire survival cable. Signal cable shall be with multi stranded copper conductor. XLPE insulated 2 cores twisted to form a pair, shielded with an aluminium Mylar tape along with multi-strand bare tinned annealed copper drain wire pair laid up together overall shielded with aluminium Mylar tape, PVC inner sheath, galvanized wire armored and overall FRLS PVC outer sheathed as per [8 5431, Sequential marking on outer sheath to be provided at an interval of 1 M.

3.1. SIGNAL CABLE

Type of cable	Single pair/ multi-pair shielded copper cable.
Construction	Min. 1.5 mm ² , 7/0.43 strand annealed tinned electrolytic copper as per IS 8130/84
Primary insulation	PVC compound type ST2. Thickness - 0.6 mm (minimum) extruded PVC as insulation per IS 5831 type C
Pair twist	Two cores of the pair shall be twisted. Ten number of twists per meter shall be minimum
Shield (Individual pair)	Each pair shall be shielded with aluminium backed Mylar, tape with 100 % coverage and minimum 25 % overlap.
Shield (Multi pair)	Same as above for individual pair shielding. Also the overall shield shall be of aluminium backed Mylar tape with 100 % coverage and minimum 25 % overlap.
Shield Thickness	Min. 0.05 mm for individual and overall shielding
Inner Jacket	Extruded PVC, type ST2, Thickness — 0.7 mm
Outer Jacket	Extruded PVC, type ST2, FRLS, Blue colour Thickness — 1.4 mm (min)
Pair identification	As per BS:5308 (Table 11)
Rip cord	Shall be provided
Drain Wire	0.5 sq. mm multi-strand bare tinned copper conductor in a continuous contact with aluminium side of the shield shall be provided
Armour	Armour over inner jacket shall be of Galvanized steel wire as per [IS 1554, Part I
Electrical Characteristics	Maximum resistance of the conductor of the complete cable shall not exceed 12.3 ohm/Km at 20-deg. C Mutual capacitance of the adj. cores or pair shall not exceed a max. of 250 nF/Km at a frequency of 1 kHz. Capacitance between any core and screen shall not exceed 400 pF/m at a frequency of 1 kHz. L/R ratio shall not exceed 40 Micro Henries per ohm.

3.2 POWER CABLE

Type of cable	XLPE (FRLS) insulated armored Cable
Construction	Size as per actual design, multi stranded annealed bare electrolytic grade copper conductor.



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Voltage Rating	Up to and including 1100 volts
Primary insulation	Extruded PVC compound as per IS 5831 type A
Inner Sheath	Extruded PVC compound type ST1, min thickness as per table 4 of IS 1554 Part (I)
Outer Sheath	XLPE, Color black, FRLS (Fire Retardant Low Smoke), Oxygen index of 29 at 27 (+/-2) deg. C
Armour over inner sheath	Galvanized steel wire for UAD less than 13 mm, Galvanized steel strip for UAD greater than 13 mm Dimensions as per table 5 of IS 1554 Part I
Core identification	2 Core: Red & Black 3 Core: Red, Yellow & Blue
Note:	Extra core to be considered for purpose of internal earthing of FLP equipment

3.3 CONTROL CABLE

Type of Cable	PVC (FRLS) insulated armored Cable
Cable Size	▪ Branch Cable - 3C x 1.5 mm² ▪ Multicore Cable-24C x 1.5 mm²
Construction	Solid bright annealed electrolytic copper conductor insulated and sheathed as per IS-8130. Multi stranded annealed bare electrolytic grade copper conductor
Primary Insulation	Extruded PVC compound as per IS 5381 type C. Min thickness as per IS.
Inner Sheath	Extruded PVC compound, type ST2, Min thickness as per IS 5831
Outer Sheath	Extruded PVC compound, type ST2, Min thickness as per IS, FRLS (Fire Retardant Low Smoke), Black Color.
Armour	Shall be provided of galvanized steel wire/flat strip (1.4mm wire for 2-pair and, 4 x 0.8mm strip for multi-pair)
Electrical Characteristics	Max. Resistance of the conductor of the cable shall not exceed 12.4 ohm/km Characteristics at 20 deg. C
Voltage Class	Units & including 1100V
Core Identification	Core Identification number shall be provided at a distance of not more than 1m

3.4 FIRE SURVIVAL (FS) CABLE –

1.0	Type of Cable	Fire Survival cables (FS type)
2.0	Standard applicable in general	BS 7846/ BS 6724 & specification as under
3.0	Voltage Grade	600/1000V
4.0	Number of cores, cross-sectional area of conductors and quantities	Branch Cable - 3C x 1.5 mm ² Multicore Cable-24C x 1.5mm ²
5.0	CONDUCTOR	
(a)	Material	Copper Un-Tinned
	Grade and Class	Stranded plain Class 2
(b)	Standard applicable	BS 6360
(c)	Shape	Circular/Circular Compacted/ shaped
(d)	Min. number of strands	As per Table-2 of BS-6360



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6.0	FIRE BARRIER TAPE	Glass Mica tape in two layers with minimum 50% overlap, suitable to meet performance requirements as per 12.0 below
7.0	INSULATION	
(a)	Material	GP8 (XLPE)
(b)	Standard Applicable	BS 7655, Section-I .2 OR BS 7655, Section-I .3
(c)	Continuous withstand temperature	90°C
(d)	Short-circuit withstand temperature	250°C
(e)	Method of application	Pressure extruded (sleeve extrusion is not acceptable)
(f)	CORE IDENTIFICATION	Color coding as per BS 6724
8.0	INNER SHEATH	
(a)	Material	Polymeric material
(b)	Color	Black
(c)	Type	LSZH, suitable to meet performance reqmt. mentioned at clause 11.0
(d)	Fillers	Not Acceptable
(e)	Method of application	Pressure Extruded
9.0	ARMOUR	
(a)	Material:	Single Layer of GS round wire/ Aluminium round wire as per BS 6724
(b)	Gap between armour wires/formed wires	Shall not exceed one armour round wire space (No formed wires cross-over/ over-riding).
(c)	Breaking load of joint	95 % of normal armour
10.0	OUTERSHEATH	
(a)	Material	Polymeric material
(b)	Color	Black
(c)	Type	Type LSZH, suitable to meet performance reqmt. as defined at clause 11.0 below
(d)	Method of application	Pressure Extruded
(e)	Marking	A. By Embossing @ 5m interval 1. Cable size (Nominal cross-sectional area and no. of cores) and voltage grade. 2. Letters "FS" 3. Manufacturer' s Name/Trade Name 4. Year of manufacture B. By Embossing / Printing @ 1 m interval: -Progressive sequential marking
11.0	FRLS CHARACTERISTICS FOR OUTER SHEATH	
(a)	Oxygen index at room temperature of 50 deg. C	Min 30 (As per ASTM D 2863),
(b)	Temperature index	As per ASTM D 2863
(c)	Acid gas generation	Max. 0.5% (as per IEC-60754-I)
(d)	Smoke density rating	Max. 20% as per ASTM D 2843



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(e)	Flammability Test	As per IEC: 60332-I & flammability test on multiple cables as per BS EN 50266, CAT-B
12.0	FIRE RESISTANCE CHARACTERISTICS	Meet the requirement of Circuit Integrity test for Min. 3HR. AT 750 DEG°C AS PER IEC 60331
13.0	TEST FOR RODENT AND TERMITE TEST	Applicable as per manufacturer standard
14.0	TOLERANCE ON OUTER DIAMETER	±2mm

4.0 SPECIFICATION FOR G.I. CABLE TRAYS & ACCESSORIES

Codes	
IS 1079	Hot Rolled Carbon Steel & Strip
IS 816	Code of practice for use metal arc welding for general
IS 2629	Recommended practice for hot dip galvanizing of iron & steel
IS 2633	Method of testing, uniformity of coating on zinc coated articles
Indian Electricity Act & Indian Electricity Rules	
Tray & Accessories	
Type	Perforated
Width	As specified
Standard Length	2500 mm
Thickness	2.5 mm
Height	40 mm
Support Span	2500 mm
Hardware	
Nuts, Bolts, Washers	Electro galvanized / Zinc Passivated
Coupler Plate	
Perforated Type	2.5 mm
Sizes	As per installation standards
Coupler Plates shall be provided with necessary fixing hardware	
Coating	
Coating Thickness	65 microns
Zinc Deposit	460 gms/sq. mtr

5.0 STANDARD SPECIFICATION/PROCEDURE FOR CABLE LAYING

(Note that existing cable tray is available from Tank Farm to Substation & Tank Farm to SRR2). Overhead Cable tray shall be used for cable laying to SRR2 from Naphtha Tank Area.

a. Armored power, control & signaling cables shall lay above ground on G.I. Cable trays or directly buried under soil / through HDPE pipes as per approved drawings,

Supply & laying of power Signal communication cable is in vendor's scope.

b. In direct burial, cable trenches shall be prepared by earthwork in excavation in all types of soils and across roads, dykes etc. as required. The automation vendor shall carry out all the necessary



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shoring, strutting and bailing of water wherever required. The trench shall be kept dry. The trench bottom shall be rammed, levelled and back filled with a layer of fine river sand.

c. The entire cable length has to be laid overhead or on pedestals except where there is no other alternative but to lay the cable underground through Hume pipes / trenches.

d. Supply of G.I. perforated type cable trays along with cover (2.5mm Thick; 25mm edge height), fixing at site by doing necessary welding on steel structure, laying of cable trays over the pedestals are all included in the scope of work.

Note: Existing cable tray is available from Tank Farm to Substation & Tank Farm to SRR2. These trays may be used for cable laying. Inside dyke area separate cable tray should be used.

e. The perforated trays shall be properly supported at a regular interval of maximum 1000-mm from insert plates or steel structures. Wherever insert plates are not available, supports on concrete structures on ceiling shall be fixed with minimum 10-mm diameter expansion bolts. Angle supports for perforated trays shall be fabricated from 40mm x 40mm x 5mm MS angles minimum size.

f. Steel structural staging & supports for laying cable trays shall be provided by BPCL. However, supports for trays at regular intervals shall be provided by the automation vendor.

g. Necessary loops to be provided at both ends. There shall be no joints in the cables.

h. Cable route markers at regular interval to be provided.

i. Bending radius of cables shall not be less than 12 times O.D. of cable.

j. All cores of cable shall be identified at both ends by means of PVC ferrule. Ferrules shall be of single sleeve type. Ferrule numbering shall be source destination type (cross ferruling).

k. Cable leads shall be terminated at both ends by crimped type soldering.

l. Power and signal cables shall have to be laid in separate pipes or on separate cable trays as the case may be. by adequate spacing of min. 300 mm.

m. Supply of cables shall include laying, termination at both ends, digging the trench, providing Minimum 150 mm thick layer of sand above and below the cable, laying protection brick, back filling of trench, providing cable markers at regular intervals, supply of cable trays for above ground cables / overhead cables, supply of HDPE pipes for road crossings.

n. Desired minimum depth of laying from ground to the top of cables shall 750mm for low voltage and control cables, and 1000 mm for cables at road crossing.

o. Wherever the cables have to cross the asphalt roads, the rate quoted shall include cutting of the asphalt and WBM roads including soling and necessary excavation to the required depth and back filling the trench with river sand and restoring the asphalt / WBM roads to its original condition including compacting and rolling the surface shall be arranged by the vendor.

p. Wherever underground conduits are provided by other contractor & if space is available than automation vendor shall lay cables in conduit without any additional cost.

q. Separate cable tray shall be used for laying Power & Signal / Communication / Control Cables.



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r. The cables shall be laid with min. spacing of "D" (D being the diameter of the thicker cable) * 15mm from edge of the cable tray. Power Cable shall be laid in separate trench/tray and Signal & Communication cabling shall be laid different trench/tray. The same may be laid in common trench provided physical barrier in the form of bricks are provided in such a way that both are laid min. 300mm apart. Power & Signal/ Communication/ Control Cables shall be laid separately. Redundant communication cable between local panel, control room SRR2 shall be provided. The same cable route may be used for laying redundant power/communication cable.

s. Wherever the cables have to cross the asphalt roads, the job shall include cutting of the asphalt and WBM roads including soiling and necessary excavation to the required depth and back filling the trench with river sand and restoring the asphalt / WBM roads to its original condition including compacting and rolling the surface.

t. All the cables be neatly clamped on the cable tray and loose hanging cables shall not be allowed. u. Required loops shall be provided at both ends of the main cables. Cable shall be laid without any joints.

v. Cable route markers / tags at 20 m/c and at all the bends/turnings shall be provided.

w. Bending radius of cables shall not be less than 12 times O.D. of cable.

o Acceptance test as per IS-1554 Part 1) and the following special tests to be performed on the cables as per sampling plan. These tests are required to be witnessed by Third Party Inspection Agency before dispatch of cables.

o Accelerated water absorption test for insulation as per NEMA-WC-5 (for PVC insulated cables). Test certificate with respect to this test (not older than one year) from recognized testing laboratory to be furnished for review by Third Party Inspection Agency before dispatch clearance of cables. In case test certificates are not available, test is to be conducted by vendor at his own cost in any recognized test laboratory or in-house testing laboratory, before dispatch clearance of cables. Sampling for this test is to be done randomly once for each order, provided type of insulation remains same.

o Dielectric Retention Test :- The dielectric strength of the cable insulation tested in accordance with NEMA WC-5 at 75 +/- 1 deg C shall not be less than 50% of the original dielectric strength (for PVC insulated cables). Test certificates with respect to this test (not older than one year) from recognized testing laboratory to be furnished for review by Third Party Inspection Agency before dispatch clearance of cables. In case test certificates are not available, test is to be conducted by vendor at his own cost in any recognized test laboratory or in-house testing laboratory, before dispatch clearance of cables. Sampling for this test is to be done randomly and once for each order.

o Oxygen Index Test:- The test shall be carried out as per ASTM D2863 or applicable Indian Standard Specifications. Sampling to be done for every offered lot/size as per sampling plan.

o Flammability Test:-The test shall be carried out on finished cable as per IS-10810 (Part 61 & 62). Sampling for these tests is to be done randomly once for each order.

provide outer sheath remains same. The acceptance criteria for tests conducted shall be as under:- o Part-61 :-The cable meets the requirement if there is no visible damage on the test specimen within 300mm from its upper end.



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o Part 62 :-The maximum extent of the charred portion measured on the test sample should not have reached a height exceeding 2.5m above the bottom edge of the burner at the front of the ladder.

o Test for rodent and termite repulsion property. The vendors shall furnish the test details to analyse the property by chemical method. Sampling to be done for every offered lot / size as per sampling plan.

In case the cables are purchased through Traders the same shall be sent to lab for testing purpose.

8.0 Earthing

Each panel, cabinet and other equipment in control room shall be provided with an earthing lug. All these lugs shall be properly secured to the mains earthing bus.

The earthing cables from the earth-pit to the respective systems shall be insulated and use of bare cable / strips shall be avoided.

8.1 EARTH PITS

Construction of separate earth pit for Signal Earth and Power earth shall be in scope of vendor. Earth Pits shall be used for system earth, power earth, and general body earth for equipments, junction box body etc. Earth pit instrument's manufacture's requirements and recommendation.

Instrument Grounding System

In principle, grounding earth for instruments shall be provided in compliance with instrument manufacturer's recommendation. However, at least two independent earth pits shall be provided for following:

Signal Earth: Low voltage/IS signals (Shield) etc shall be connected to this earth. Grounding shall have 1 ohms or less than 1 ohms earth resistance unless otherwise recommended by System manufacture.

When recommended by system manufacturer for independent earth pit it shall be provided as specified.

Power Earth: The frame of panels/cabinets/junction boxes, instrument body etc. shall be connected to this earth. Power earth for high voltage level of 240 /110V AC shall be connected to this grounding. Earth resistance shall be 5 ohms or less than 5 ohms for standard electrical earth pits in this project.

9.0 TECHNICAL SPECIFICATION FOR VARIOUS INSTRUEMNTS

1. PRESSURE TRANSMITTER

- ☐ Qty. required: As required for safe and efficient operation of the system
- ☐ Service Fluid: Water / Air (as per system requirement)
- ☐ Measuring Range: As per system pressure requirement (to be specified by process design)
- ☐ Working Pressure: Max / Min & Operating pressure as per system requirement
- ☐ Working Temperature: Ambient or as per site condition
- ☐ Wetted Parts Material: SS 316 (sensor diaphragm and process connection)
- ☐ Output Signal: 4–20 mA DC, 2-wire loop-powered
- ☐ Power Supply: 12–36 V DC (typically 24 V DC)
- ☐ Process Connection: 1/2" NPT (F) or as required by process
- ☐ Accuracy: $\pm 1\%$ of span or better
- ☐ Overpressure Limit: $\geq 150\%$ of max working pressure



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- ☐ Zero & Span Adjustment: Local or remote adjustment possible
- ☐ Display (optional): Local digital LCD/LED display (as per application)
- ☐ Enclosure Type: Weatherproof IP65 / IP66, Flameproof Exd, Zone 1 & 2, Group IIA/IIB as per IS/IEC 60079-1 or PESO (CCOE) approved
- ☐ Electrical Connection: Suitable for armoured cable entry with Exd certified cable gland
- ☐ Mounting: Direct / remote with impulse tubing if needed
- ☐ Compliance / Certification: PESO / CCOE, IS/IEC standards, CE (as applicable)

2. JUNCTION BOX SPECIFICATION

- ☐ Type: For connecting cables from individual instruments
- ☐ Enclosure: Explosion proof {Ex(d)}, W/P IP65
- ☐ Mounting: Bracket / pedestal mounting
- ☐ Entries: As per requirement
- ☐ Cable glands: Adequate double compression cable glands to be provided
- ☐ Earthing terminal: Required
- ☐ Drain fittings: Required
- ☐ Tag plate: Non corrosive SS tag plate

3. SOLENIOD VALVE

- Coil Voltage: To be provided by the Bidder
- Coil insulation: Class H insulation as per IEC-85/ IS -1271
- Enclosure: Weather proof to IP 65;
- Ex. Proof required: Flameproof -Exd Zone 1 & 2, Group IIA, IIB as per relevant IS/EN, T6 PESO (CCOE) approval required
- Body & Trim of the valve: SS 316
- Seat: SS 316
- Disc: Teflon
- Seal: Teflon
- Port type: 3 way
- No. of coil: single
- Pneumatic connection: 1/4" NPT(F)
- Cable entry: 1/2" NOT(F)
- Accessories: Bug proof on vent port SS cable gland

10.0 SPECIFICATIONS FOR LOCAL RIM SEAL FIRE ALARM PANEL

As Specified in Job specification (Instrumentation)

1. Terminals Blocks and wiring.

1. Termination blocks shall be of clip-on type mountable on standard rails. They shall be of shrouded type with slot for screwdriver. TB shall be of stacking type.
2. Wherever needed, fused TB with adequate rated fuse shall be provided.
3. Terminal blocks shall be so located that there is proper accessibility.
4. Terminal Blocks for 230 V AC and 24 V DC shall be of different colours. There shall be CAUTION plate with plastic holding screws.
5. Single terminals shall not be used for terminating more than 2 wires.
6. Terminal blocks shall carry identification marks on each of them.
7. At least 20% extra terminals shall be provided.



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8. Panel wiring shall be neat and tidy, confirming to the engineering practice existing.
9. 1100 volts grade, PVC insulated, multi strand, single core cable shall be used as per specification.
10. Cable size of minimum 0.5 sq. mm to 2.5 sq. mm or higher size depends on the current rating.
11. Recommended colour codes for wires
- 230 V Phase Red
 - 230 V Neutral Black
 - 230 V Ground Green
12. All cables shall be routed through good quality rectangular cable ducts. Cables shall occupy only up to 60% of duct area.
13. Wire termination shall be made with solder less crimping type tinned copper lugs of suitable shape such as bootlace, spade, etc., which shall firmly grip conductor and insulation. Sleeves shall be provided for all wire termination.
14. All cables shall be properly marked at both ends using ferrules. These ferrules shall be printed on an electronic machine using a single PVC sleeve. At each end target and source code shall be described.

m. Breakers and Fuses:

All electrical circuits shall be fed from moulded case circuit breakers, installed in the "line" lead, using separate breaker for each circuit. Neutrals may be bussed but must be identified with the associated circuit breaker.

Each type of power supply (230 V AC, 50Hz) of each section shall be isolated by means of adequately rated single pole thermal magnetic circuit breaker.

Circuit breaker shall be of the miniature thermal magnetic type and shall be of plug in construction (supply with plug in terminal block)

Current trip rating shall be selected to protect the load as applicable, for instrument supply generally 0.5A (assumed), common circuit breaker is to be provided to switch on and off the AC supply of the control system. Individual circuit breaker shall be provided for each instrument shelf or group of shelves and digital indicators on mimic.

n. Earthing:

As specified in Scope of Work (Instrumentation / Electrical).

O. ALARM ANNUNCIATOR:

1.	Type	Audio and Visual, solid state with plug in module
2.	Mounting	Flush -Panel mounted
3.	Enclosure	General purpose
4.	Field contact voltage	Potential free
5.	Input power	230 V AC, 50 Hz $\pm 5\%$
6.	Operating System	ISA-S-18.1
7.	High Intensity LED	8 nos. in each window (or Standard)
8.	No. of Window	16 nos.
9.	Flasher	Integral
10.	Maker/Alarm	Vendor to specify
11.	Type alarm	Bright flashing with audio alarm (Breaking of contact of Field Instrument shall generate the Alarm)
12.	Type of reset	Manual
13.	Type Acknowledgement	Lamp glow but Audio silent



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14.	Push Button	3 Nos. (TEST, ACK, Reset)
15.	No. of Hooters	1 no. Multi tone
16.	Hooter enclosure	General purpose

The Alarm annunciator shall be mounted on Non-FLP Type enclosure which to be placed at site convenient location.

Sequence of alarms for panel display shall be:

Process alarms

Process Abnormal	-	Lights are flashing and Horn sound.
Horn/light Acknowledgement button pressed	-	Horn silent, Light becomes steady.
Process returns to normal before horn & Light Acknowledgment buttons are pressed	-	Light flashing and Horn blowing

10.1 AUDIBLE ALARM / HOOTER FOR THE MAIN RIM SEAL PANEL

As specified in JOB SPECIFICATION (INSTRUMENTATION).

11.0 SPECIAL TERMS & CONDITIONS:

1.0 Supplier's Scope of Supply and Work:

a) Design, Engineering, Fabrication, Supply, Installation and Commissioning of all the components of Rim seal Fire Protection system as per the specification for 03 nos. of EFRT Naphtha Storage Tanks.

b) Installation of the Rim seal fire protection system on the tank roof deck.

c) Supply & Installation of audio/visual indication panel with manual actuation point outside each tank dyke.

d) Supply and installation of all required signal cables, power cables, interface cables & junction boxes from Rim seal PLC Local Control Panel up to the control room/operator cabin covering the local indication panel.

f) Provision of potential-free contacts at Rim seal Main Fire Alarm Panel for FIRE and FAULT Signals for each Tank. DMR local panel as per Instrumentation Job Specification.

g) Provision of RS485/RS232 or Ethernet or equivalent communication links up-to Rim Seal Main Fire Alarm Panel for connection with laptop computer. DMR local panel as per Instrumentation Job Specification.

h) Provision of Uninterrupted power supply (bidder should clearly indicate size of UPS required for system operation) at the Rim seal main Fire Alarm panel control room/operator room & repeater panel room for operation of Entire rim seal fire protection system. M/s BCPL shall provide UPS power at Substation. Power distribution Shall be as per Electrical Specification.-

The hardware/software requirement for RTU connectivity shall be in vendor's scope.

i) One Laptop (HP/Dell/Sony/Lenovo/Asus make Standard laptop with minimum 1 TB SSD, minimum 32 GB RAM, up to 5 GHz Intel processor & 15.6/16 inch screen) for the three tanks (provision for fourth tank shall also be provided in same) with unique software along with hardware/software lock from the manufacturer of detection system to be provided for system configuration & diagnosis of detection system supplied by the supplier. However, handheld configuration & diagnosis of detection system is desirable for maintenance of system.



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Laptop required for programming software need to be included in Job specification of Instrumentation.

- l) Local common audio-visual alarm for fire near the dyke with range audible up to 200 m radial distance.
- m) Portable equipment including Nitrogen filling cylinder, trolley & hose reel to facilitate re-filling of the foam modules.
- n) The supplier shall provide details of the equipment to be mounted on the tank roof and the total weight with foam solution charge.
- o) Supply of Operating and Maintenance Manuals containing procedures, block and P&I drawings, dedicated wiring diagram, technical documents, list of recommended spare parts & approvals in Hard copies & CD form.
- p) Supply of all software on CD along with required software licenses.
- q) Factory acceptance test as per clause no. 5.0 mentioned below.
- r) Site acceptance test as per clause no. 6.0 mentioned below.
- s) Integration and Commissioning of the entire system.
- t) Training of the BCPL's personnel on functional, operational & routine maintenance aspects of the system at site.
- u) All civil, mechanical, electrical & instrumentation work required for completion of the job
- v) Statutory certification and approval from PESO/DGMS/CIMFR for the equipment and instruments supplied for installing at the tank roof. The approval number should be displayed on the body of the equipment.

Any other component and software required for completion and commissioning of Rim seal Fire Protection system shall be supplied & installed by the supplier except the items mentioned under the Owner's scope in clause 2.0 mentioned below.

2.0 UPS:

M/s BCPL shall supply suitable UPS for the system. UPS shall be made available at the nearest substation of Tank Farm Area, Storage Control Room & Main Fire Control Room. In this regard, supplier shall furnish the design & calculation of power distribution & it's consumption along with their bid.

Necessary cables, panels, JB etc. required apart from above supply point is in vendor scope.

Note: All control and shut down instruments of Foam module of floating roof shall be operated with UPS. All cables on surface/ground level must be laid underground with cable marking pegs.

3.0 Operating Conditions:

The system shall be suitable for operating satisfactorily in humid and corrosive atmospheres found at BCPL Lepetkata. The system shall be tolerant to environmental influences such as high ambient temperatures, rain, and change in humidity, electromagnetic interference, Radio Frequency Interference (RFI), aggressive or corrosive vapour, UV radiation, and heavy rainfall.

4.0 Approvals/Documents:



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4.1 *Following documents/approvals shall be submitted at the time of bid:*

- a) PESO/DGMS/CIMER approval for Junction box and ATEX/UL/FM/VDS/LPCB certificate of Linear Heat Detector (LHD) two wire detection sensor for use in hazardous area (Zone-1).
- b) UL listing or VdS/FM/LPC approval of the Linear Heat Detector sensor.
- c) Certificate of Ingress protection of at least IP66 for Junction Box of LHD sensor.
- d) UL listed/ IS:4989 PART-2 certificate for 3%/6% type AFFF/AR-AFFF foam.
- e) UL listing/FM approval for foam spray nozzles.
- f) Technical details of LHD sensor offered.

4.2 *Following approvals shall be required at the time of supply:*

- a) All equipment in hazardous area shall necessary be approved by PESO/DGMS/CIMFR. (The approval number should be displayed on the body of the equipment).
- b) The Linear Heat Detector sensor shall have UL listing or VdS/FM/LPC approval.
- c) The supplier must submit valid PESO/DGMS/CIMER approval for the electrical and electronic equipment to be used in hazardous area along with the supply of items.
- d) In case the supplier does not have valid PESO/DGMS/CIMFR approval, then for the electrical and electronic equipment to be used in hazardous area (Zone 1 & Zone 2) UL/IEC/ATEX certified equipment may be permitted at sole discretion of BCPL on submission of equivalency certificate by manufacturer. However, in such case decision of BCPL shall be taken before supply.
- e) All enclosures for electrical equipment shall be suitable for use in Zone 1 & 2 (Tank and dyke area shall be considered as zone 1 & outside dyke area as zone 2 as per IS standard) & with ingress protection of at least IP65.
- g) UL listed/IS:4989 PART-2 certificate for 3%/6% type AFFF/AR-AFFF foam to be provided.
- h) PESO/DGMS/CIMFR approval for Tank top JB, Dyke JB, Pressure & Level Transmitter, Solenoid valve etc. is mandatory apart from other items that may be used in the hazardous area as per supplier system design.

5.0 Factory Acceptance Testing (Factory acceptance test and Factory performance test to be separated)

Supplier shall arrange following Factory Acceptance Test in presence of BCPL's representative by Third Party Inspection (TPI) agency approved by the BCPL (viz. M/s Lloyds, M/s Bureau Veritas, M/s IRS, M/s RITES, M/s TUV or M/s DNV). Third party Inspection Charges shall be borne by the bidder/supplier. FAT procedure to be submitted by supplier for BCPL approval.

- a) Positive Material Identification (PMI) tests of 10% material of all piping, tanks/vessel and fasteners and other pressure components and witness by TPI.
- b) Testing of PLC panel, for ensuring system functionality as per the requirement.
- c) Review of approval & certification of PESO/DGMS/CIMFR Certificates for Electrical Equipment & Enclosure to be mounted in classified hazardous areas.



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- d) Review of UL listing/FM approval document for the Nozzle.
- e) Review of UL listed/ 18:4989 PART-2 certificate for 3%/6% concentrate AFFF/AR-AFFF type foam.
- f) Review of UL listing or FM/VdS/LPC approval for linear heat detector.
- g) 100% welding joints of pressure vessel and piping shall be radiographed and reports will be reviewed by TPI.
- h) Inter granular corrosion test as per ASTM A-262 Practice-E (IGC) sampling and stamping to be done in presence of TPI.
- i) Weld joint fit up to 10 % will be witnessed by TPI randomly.
- j) Review of WPS (Welding Procedure Specification), WPQ (Welder's Performance Qualification) as per ASME Sec-II - Part-C & ASME-Sec-IX, QAP (Quality assurance plan) and mill test certificate of raw material and test certificate marking.
- k) TPI shall witness 100% of the following manufacturing activities of pressure vessel and piping besides other inspection as per applicable codes:

Weld joint hardness test after PWHT if any

Final Visual and dimensional inspection

Air testing of nozzle pads

Hydro testing (Water quality should be monitored and shall not contain more than 25 PPM chlorides)

1) Measurement of expansion ratio of the foam produced from nozzle at 7 Kg/cm² m) ***Extinguishing test:*** Test for full discharge and actuation of foam module when exposed to an actual fire on Rim seal simulator. This Rim seal simulator shall consist of a tray 300 mm wide and 6 meter long. The Two Wire linear heat detector shall be mounted 300 mm above the fire pan and run along the center line of the pan. The test fuel shall be a liquid hydrocarbon such as motor spirit, or kerosene. The test fuel shall be 4 liters of Motor Spirit. The test pan shall also contain a water bath that The module and discharge Manifold with Nozzles for carrying out the test shall be selected by the owner in presence of Third-Party Inspection Agency. The fire alarm & actuation of foam suppression system should not start later than 10 seconds from the inception of fire. The fire in the tray shall be required to be extinguished in approx. 40 seconds after detection.

6.0 Site Acceptance Test:

Supplier shall arrange following Site Acceptance Test in presence of BCPL's representative at no extra cost to BCPL:

- a) Simulation of discharge of all Foam modules on each tank shall be done from the panels at control rooms. Foam required for the simulation/testing shall be supplied by the supplier. Nitrogen gas has to also to be arranged by the supplier.
- b) Actuation of tank foam system by operation of MAP/EPB outside the dyke/LCP.
- c) Functioning of all signals at the LCP outside the dyke. Communication between DMR Local control panel with customer's PLC.
- d) Demonstration of resetting of detection system after simulation from control room & LCP.
- e) Demonstration of site-specific graphic console.



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f) UL listed/ IS:4989 PART-2, 3%/6% type AFFF/FFFP foam suitable for foam nozzles required during testing & commissioning shall be supplied by the supplier.

Site Acceptance Test (SAT).as given above shall be conducted for each tank within maximum 15 days of completion of installation.

Based upon the above test requirement, supplier shall develop detailed Quality Assurance Plan (QAP) & submit it to BCPL for approval.

7.0 Testing and maintenance during operation:

Both the detection and the extinguishing system shall have a manual or /and automatic simulation facility to test system integrity and function during operation. A discharge test nozzle and appropriate valve shall be provided so that the system can be discharged without the need for discharging foam into the seal area.

8.0 Documentation:

8.1 The following minimum documents must be submitted to BCPL for approval before starting manufacturing by the supplier:

Sr. No.	Documents
1.	General Arrangement of The System on Floating Roof Tank
2.	Typical P & ID Diagram/ Pneumatic Hook Up for Detection System
3.	Typical System Hook up-Tank Roof, Dyke, Control Room & Main Fire Control Room
4.	GAD of Foam Module
5.	GAD of Fire Alarm Panel
6.	Proposed Cable Routing & Junction box Layout -Power & Signal / Interfacing scheme
7.	Bill of Material
8.	Datasheet of PLC
9.	Factory Acceptance Test (FAT)Format
10.	Cable Schedule
11.	Datasheet of FRLS Power / Control Cables
12.	Datasheet of FRLS / FS Signal Cables
13.	Datasheet of load calculation Sizing of Uninterrupted Power Supply
14.	QAP for Flameproof Solenoid Valve
15.	QAP for Pressure Gauge
16.	QAP for Safety Valve
17.	QAP For Level Gauge
18.	QAP for Auto Actuation Foam Discharge Valve
19.	QAP for Manual Isolation Ball Valve
20.	QAP for Cable Tray
21.	QAP for FRLS Power / Control Cables
22.	QAP for FRLS / FS Signal / Interfacing Cables
23.	QAP for Fiber Optics Cables
25.	Datasheet of Flame proof Level Transmitter
26.	QAP For Level Transmitter



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27.	QAP For Pressure Transmitter
28.	GAD and Datasheets for Portable equipment's including Nitrogen filling cylinder, trolley & hose reel to facilitate re-filling the foam modules.
29.	Datasheet of Fire Survival Signal Cables

8.2 The supplier shall provide four sets of manuals for the location containing the following documents after commissioning of the system on the tanks:

- Complete Operating and Maintenance procedures.
- As built drawings (tank farm) showing the location of systems and associated alarm/control equipment.
- Data sheets providing technical details of all Major components.
- PESO/DGMS/CIMFR approval Certificates for Electrical & Instrumentation Equipment and Enclosure mounted in classified hazardous areas.
- UL listed/FM approval document for the Nozzle.
- UL listed/ 1S:4989 PART 2 approval document for 3% concentrate AFFF type foam.
- UL/FM/VdS/LPC approval for linear heat detector.

The entire manual shall be provided in hard bound A4 size folders with clear printed labels on it with 6 sets each manual. In addition to the hard copies following software shall be supplied after the commissioning:

- Soft copies of the documents/drawings placed in the manual.
- CD/Drive for Software to be used with the rim seal fire detection system along-with the authorization to use by BCPL.

9.0 Installation requirements:

No modification or alterations shall be allowed on the main tank shell. Rim seal fire protection system design shall be suitable in accordance with the individual tank design.

It is recognized that installation may be required whilst the tank is in service. In this case the complete system shall be designed such that it can be installed without the need for welding or any kind of hot work on the tank. In case, the installation is required at the tank in service, the following condition shall apply:

- supplier shall comply fully with all safe working practices and Permit to Work system of the owner.
- No hot work shall be allowed on the tank.
- No work shall be allowed to be performed during receipt and dispatch of material from the tank.
- Presence of hydrocarbon vapours shall be checked before starting of any job on tank pontoon with hand held LEL METER/Portable Gas Detector.
- Work person/personnel working in tank area must use required personal protective equipment & retractable type fall arrestor system as per safety norms. Supplier shall have to arrange all necessary PPE required as per the site requirement.



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10.0 Training: Supplier shall impart training to site personnel for routine operation & maintenance of the rim seal fire protection system. The training shall be imparted at BCPL's site for minimum two working days immediately after commissioning.

11.0 In addition to above mentioned Technical Specification, bidder/vendor shall also comply with the following documents enclosed:

1. Bill of Material
2. Job Specification (Instrumentation)
3. Scope of Works (Instrumentation)
4. Job Specification (Electrical) and Scope of Work (Electrical)
5. Plot Plan of Naphtha Storage Tanks



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SPECIFICATIONS FOR ELECTRICAL ITEMS:

This Job Specification (Electrical) shall be read in conjunction with the Scope of Works (Electrical) for Rim seal fire protection system attached with the tender.

1. Vendor to comment against each clause wherever marked “Ö” of this specification.

“ Ö “ :- **Customer requirement**

Sr. No.	Description	Properties	Requirement
1.0	General		
1.1	Location	Safe Area	√
		Hazardous area	
1.2	Cable Distances		
		Between 110V ACDB and PLC Panel	Approx. 1000 Meters x2 Run
		3Phase 415V XLPE power cable between Substation to local panel	Approx. 1000 Meters x 1Run
2.0	110V AC Distribution Board (ACDB)		
2.1		Flame proof type	
		Weatherproof	√
2.2	Constructional Details		
	a) Type	Free Standing	√
		Wall mounted	
	b) Ingress protection	Flameproof, IP 55	
		Weatherproof IP 31	√
	c) Cable Entry	Bottom	√
		Side	
2.3	Power supply distribution (Note 1.1)		
	a) Incoming switch / Circuit Breaker	Required	√
		Not required	
	b) Circuit Breaker for each consumer	Required	√
		Not required	
	c) Power indication on panel front	Required	√
		Not Required	
3.0	Electrical power Cables & cable glands (all Cables shall be armoured type)		
3.1	110V AC Power supply cable from ACDB to field PLC, 415 V Air condition Power supply and other miscellaneous loads	Size as per actual design, multi stranded annealed bare electrolytic grade copper conductor.	
3.2	Flame retardant and fire-resistant cable	Required (All Cables shall have XLPE(FRLS) as primary insulation.	
3.3	Cable outer cover colour	For all flame retardant and fire-resistant cables: Black	
3.4	Cable glands	Nickel-plated brass, Flameproof, double compression type suitable for armoured cables.	



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3.5	Slip-on type PVC sleeves (cable shrouds)	Required (over cable glands for all cable entries in junction boxes and instruments).
3.6	Cable Routing	Cable Trenches shall not be used for field cable laying. Each individual cable routed through trays must be clamped or tied using SS wires. The overall clamping shall be with aluminium clamp instead of tying with cable armour. Nuts/Bolts for cable tray fixing shall be SS. All cables shall have identification tag with at every 30-meter interval even in duct / trench.
3.7	SS Tag plate (Stencilling, cable tag plates)	For all electrical panels. shall have the following information stamped: Instrument Tag No., Make / Model no., serial number, range of measurement, body and element material, area Classification.
4.0	EATHING SYSTEM	
4.1	Earthing including GI/ copper earthing electrode and strips, earthing lugs for contractor supplied ACDB, PLC Panel for Rim seal fire protection system package	Required Not Required
		√
5.0	INSPECTION & TESTING (requirements specified elsewhere in tender)	
5.1	Carrying out/ witnessing shop testing and system-oriented items supplied by Vendor	In Vendor's scope
5.2	Inspection and factory testing:	All Electrical and accessories, system-oriented items PLC based fire alarm system items shall undergo factory testing and inspection by Vendor's authorized representatives, Third Party Inspection (TPI) Agency as per tender requirements.

110V AC DISTRIBUTION BOARD: (Scope of supply)

Purchasers shall provide One (01) single 110 Volt AC UPS feeder to vendors. From this feeder power shall be distributed through one ACDB to feed 110 VAC UPS power to the PLC panels located at site. Supply and installation of the ACDB shall be in scope of vendor at customer's switch gear room. In this regard, suppliers shall furnish the design & calculation of power distribution & it's consumption along with their bid.

Supply of all the above power cables shall be in scope of vendor. Also, the laying of power cable from customer's substation to field and corresponding cable termination at required locations shall be in scope of vendor.

110V ACDB SPECIFICATION:

Sheet steel enclosed AC distribution board shall be provided. The distribution board shall be floor mounted, fixed type with compartmentalised construction. The switchboard shall be provided with two I/C with adequately rated Switch/MCCB/ACB. It shall be possible to operate the switches without opening the doors. Switches shall be provided with door interlock. Vertical cable alley of minimum 200mm width with suitable supports shall be provided for the termination of outgoing cables. Suitable supports shall be provided for supporting incoming and outgoing cables. All outgoing switches shall be air insulated load break type. Fuses on outgoing feeders shall be fast acting semiconductor type and cable entry shall be from bottom. Isolation transformers (if required) shall be mounted inside ACDB. HRC fuses shall be provided for isolation transformer feeders. The gland plate of the distribution board shall be non-magnetic type. Cable glands shall be of brass and single compression type and cable lugs shall be of tinned copper. Adequate Outgoing feeders shall be provided in ACBD panel to feed power supply to PLC panel located at site with 50% spare feeder. Consider two runs of electrical power cable(2X1000mtr) for feed power supply to PLC panel.

ACDB Following shall be provided for each of the ACDB incomers:

- Voltmeter
- Ammeter
- Power factor meter



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The outgoing circuits of ACDB shall be protected by semiconductor fuses. Each inverter shall be designed to clear a fault in any of the branch circuits up to a minimum rating of 25% of the system capacity without the assistance of the stabilized bypass supply. In case of any fault in branch circuits, the load connected to the healthy circuits shall not get affected. The fault clearing time shall be less than 4 msec.

A suitably sized earth bus shall be provided at the bottom of the panels including ACDB running through the panels line up with provision for earth connection at both ends to purchaser's main earth grid. The minimum size of earth bus shall be 25 x 3 mm 2copper (or equivalent aluminium). All potential free metallic parts of various equipment's shall be earthed suitably to ensure safety.

SPECIFICATIONS FOR ELECTRICAL POWER CABLES:

Supply of all the power cables shall be in scope of vendor. Also, the laying of power cable from customer's substation to field and corresponding cable termination at required locations shall be in scope of vendor.

Power and Control cables shall be 1100 / 660 V grade. Multi stranded copper conductor. PVC insulated, PW/C inner extruded sheathed, GI wire / Strip armoured and FRLS PVC outer sheathed conforming to IS 1554.

POWER CABLE

Type of cable	XLPE (FRLS) insulated armoured Cable
Construction	Size as per actual design, multi stranded annealed bare electrolytic grade copper conductor.
Voltage Rating	Up to and including 1100 volts
Primary insulation	Extruded PVC compound as per IS 5831 type A
Inner Sheath	Extruded PVC compound type STI, min thickness as per table 4 of IS 1554 Part (I)
Outer Sheath	XLPE, Colour black, FRLS (Fire Retardant Low Smoke), Oxygen index of 29 at 27 (+/-2) deg. C
Armour over inner sheath	Galvanized steel wire for UAD less than 13 mm, Galvanised steel strip for UAD greater than 13 mm Dimensions as per table 5 of IS 1554 Part I
Core identification	2 Core: Red & Black 3 Core: Red, Yellow & Blue
Note:	Extra core to be considered for purpose of internal earthing of FLP equipment

STANDARD SPECIFICATION/PROCEDURE FOR CABLE LAYING

a. Vendor shall be used purchaser exiting GI cable duct for laying Armoured power cables. However, for laying the power cable from substation to field (PLC panel) necessary cable duct top cover removing and reinstallation under scope of vendor.

b. The entire cable length has to be laid overhead or on pedestals except where there is no other alternative but to lay the cable underground

c. In direct burial, cable trenches shall be prepared by earthwork in excavation in all types of soils and across roads, dykes etc. as required. The automation vendor shall carry out all the necessary shoring, strutting and bailing of water wherever required. The trench shall be kept dry. The trench bottom shall be rammed, levelled and back filled with a layer of fine river sand.

d. Necessary loops to be provided at both ends. There shall be no joints in the cables.

e. Cable route markers at regular interval to be provided.

f. Bending radius of cables shall not be less than 12 times O.D. of cable.

g. All cores of cable shall be identified at both ends by means of PVC ferrule. Ferrules shall be of single sleeve type. Ferrule numbering shall be source destination type (cross ferruling).

h. Cable leads shall be terminated at both ends by crimped.



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i. Supply of cables shall include laying, termination at both ends, digging the trench, providing Minimum 150 mm thick layer of sand above and below the cable, laying protection brick, back filling of trench, providing cable markers at regular intervals.

EARTHING: (Instrumentation / Electrical).

a) Protective Earth / Electrical Earth

b) System earth / signal earth

System /Signal earth shall be totally separate from protective/electrical earth.

Protective Earth / Electrical Earth

Design, engineering, sizing, selection, manufacturing, transportation, supply, laying, termination and installation of complete earthing system for ACDB installed in substation switchgear room connecting the earthing network to main plant grid, earthing of cable trays along the route from substation to tankage area and earthing of equipment installed in substation and in field including supply and installation of earth strips, providing anti-corrosive paint or bitumen and jute covering for welded portion, earth plates

as per IS 3043 code, connecting individual equipment to the earth strip or earth plate including the supply of lugs, electrodes, complete with earth pit as per IS 3043 code including excavation of earth pit, filling with charcoal and salt, back filling, providing necessary brickwork, connections, including all labour and materials, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge.

Existing earth pits shall be used for system earth, power earth, and general body earth for ACDB equipment. However, if designer envisage requirement of separate/additional earth pits. then these earth pits shall be separate and isolated from electrical earth pits. For system earth redundant earth pit shall be provided. Earth grid conductor shall be hot dip galvanised M.S. flat.

Power Earth: The frame of panels/cabinets body etc. shall be connected to this earth. Power earth for high voltage level of 240 /110V AC shall be connected to this grounding. Earth resistance shall be 5 ohms or less than 5 ohms for standard electrical earth pits in this project.

b) System earth / signal earth

System earth shall be totally noise free dedicated earthing system and shall be fully isolated from electrical protective earth. This earth must be very high integrity system and shall be used to ground zero volt references and signal cable grounds. System earth shall be less than one (1) ohm grounding system or as per vendor's recommendation with its own dedicated earth pits. The earth pits shall be suitably located and away from any heavy noise plant equipment. Earth pit shall be in the scope of PLC vendor.

The earth pit design shall be as per IS-3043 code of practice for earthing. A minimum of two (2) number of earth pits, in redundant configuration, shall be provided in each PLC cabinet. In case number of pits required to meet system, earth resistance are more than one (1) number, the number of system earth pits shall be two times the actual number of pits required to meet the redundancy requirement specified above. All these system earth pits shall be securely connected with each other to form a one homogeneous system earth grid. PLC cabinet earthing connected with earth pit shall be stranded copper conductor cable/strip as per standard.



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**SCOPE OF WORKS (INSTRUMENTATION)
FOR
RIM SEAL FIRE PROTECTION SYSTEM PACKAGE FOR
NAPHTHA STORAGE TANK AT BCPL LEPETKATA**

Rev. No	Date	Purpose	Prepared by	Checked by	Approved By
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Sr. No.	Description	Contractor	Purchaser / Owner
1.0	Overall Scope of work		
1.1	Design, engineering, fabrication, procurement, testing, factory acceptance, supply and transportation of Rim Seal Fire Protection System of Tanks.	YES	-
1.2	Site activities e.g., site transport, site testing, installation, calibration, pre-commissioning, loop checking, and commissioning of package unit.	YES	
1.3	Overall responsibility of site acceptance test and performance guarantee runs, as applicable of complete Rim Seal Fire Protection System Package.	YES	-
2.0	Scope of procurement / supply		
2.1	Basic Engineering Activities	YES	
2.1.1	Basic design, sizing, selection (Type, material, range etc), specifications / data sheets, of complete instrumentation including associated NDT requirements as per package requirements	YES	-
2.2	Detailed engineering, procurement and supply of all instrumentation equipments and related activities (as applicable) for;	YES	-
2.2.1	Instruments as per package requirements	YES	-
2.2.2	Rim seal fire protection system local panel / panels, Junction boxes, complete with all instruments, as per package unit requirements.	YES	-
2.2.3	Complete hardware and softwares for the fully engineered control system as per package requirements, such as; a. Distributed Control System (DCS) b. Programmable Logic Controller (PLC)	- YES -	- - -



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	c) Any other		
2.2.4	Complete application engineering of package unit instrumentation for control system supplied as per package unit requirements.	YES	-
2.2.5	Supply of all type of cables (e.g., signal, control, power, serial/OFC etc), Cable glands, PVC sleeves (cable shrouds), Lugs, Ferrules as per specifications and actual requirements; a) Between field instruments and detection control system/ junction boxes/ Local fire alarm panels. b) Between Junction boxes and PLC based fire alarm panel (located in field). c) All serial cables/OFC or special cables within the Rim Seal fire protection system package battery limits with HDPE conduit. d) Between PLC based fire alarm panel (located in field) and SRR-2.	YES YES YES YES	- - - -
2.2.6	Interface engineering for the package instrumentation and purchaser's DCS/ESD system including supply of interface junction boxes, redundant power supplies, converters, pigtailed and patchcords.	YES	-
2.2.7	Complete installation materials including cables and accessories, all types junction boxes, pipes/tubes, fittings, valves and valves manifolds, stanchion, instrument supports, cable trays / ducts support, prefabricated canopies for instruments, junction boxes and local fire alarm panels, channel base for local fire alarm panel / insulation material, all types of consumables and accessories for mounting all contractor's supplied instruments, valves, fire alarm panels etc as required.	YES	-



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2.2.8	Instrument air manifolds, all piping and pipe fittings, tubes and tube fittings for instrument air supply distribution within Rim seal fire protection system package battery limits.	YES	-
2.2.9	Engineering for construction / installation		

	including preparation of all construction drawings and documents.	YES	-
2.2.10	Power supply distribution and related engineering for contractor supplied items	YES	-
2.3	Statutory approvals, as applicable (CCOE / PESO, IBR etc.) (Refer Note-8)	YES	-
2.4	Earthing: a) Complete field earthing including GI/ copper earthing strips, earth pits & earthing cables for earthing of all instrumentation items including junction boxes, field instruments etc. b) Earthing including GI/ copper earthing strips, earthing lugs for contractor supplied PLC fire alarm Panel for Rim seal fire protection system package.	YES YES	- -
2.5	Factory Testing and Acceptance related activities	YES	-
2.5.1	Factory testing, calibration and acceptance as per package requirements for; a) All instruments and related accessories. b) PLC based fire alarm Panel for Rim seal fire protection system package and related equipments. c) Any other instrumentation item not specifically covered above.	YE S YE S YES	- - - -
2.6	Installation related activities including field calibration/ testing and commissioning	YES	



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2.6.1	Installation of all instruments, valves and their accessories in Rim seal fire protection system package scope of supply including instruments hook-up (Refer Note-4)	YES	
2.6.2	Installation of PLC based fire alarm panel and related accessories in field for Rim seal fire protection system package including supply of all installation materials supplied by contractor, as per tender requirements.	YES	
2.6.3	Laying of all type of cables and necessary supports materials including tray work including special cables, system cables etc. (All cables shall be armored type)		
	a) Between field instruments and		

	detection control system/ junction boxes/ Local fire alarm panels.	YES	-
	b) Between Junction boxes and PLC based fire alarm panel (located in field).	YES	-
	c) All serial cables/OFC or special cables within the Rim Seal fire protection system package battery limits with HDPE conduit.	YES	-
	d) Between PLC based fire alarm panel (located in field) and SRR-2.	YES	-
	e) Power cable from Substation to Rim seal system and associated instruments in field.	-	-
	f) Existing Cable duct cover removal and reinstallation of duct cover before and after cable laying job (tentative 2000 mtr).	YES	-
	g) Erection of cable tray including supports (approx.) 500 m	YES	-
2.6.4	Instrument air and its distribution within the rim seal fire protection system package battery limit using air manifolds.	YES	-
2.6.5	Utility distribution, as required, within the rim		



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	seal fire protection system battery limit of the package (such as power supply, Instrument air, cooling water, nitrogen, steam) specifically required for Instrumentation activities.	YES	-
2.6.6	Earthing / grounding system for package instrumentation items, such as; a) Instruments, junction boxes etc supplied by contractor. b) PLC based fire alarm panel supplied by the contractor. c) Supply , construction, and commissioning of earth pits required for all instrumentation items (minimum 2 no's).	YES YES YES-	- -
2.6.7	Auxiliary installation related activities necessary for instrumentation e.g.		

	a) Insulation of impulse lines and instruments as applicable within package battery limits. b) Painting of impulse lines, structural members, supports within the package battery limits.	YES (if applicable) YES	- -
2.6.8	Power supply and its distribution; a) Power supply from contractor supplied UPS in Substation to Rim seal fire protection system PLC based fire alarm panels (in field) for tanks (141-TT- 01A/B/C) b) Distribution of power supply within the rim seal fire protection system package battery limits (e.g., for instruments, valves, PLC based fire alarm system panels, sub- packaged items etc.)	YES YES	- -
2.6.9	Field testing, overall calibration, loop checking, pre-commissioning, commissioning and PGTR activities of contractor supplied Instrumentation Items:	YES	
2.6.9.1	Field testing, calibration and loop checking of contractor supplied Items	YES	

[illegible]

TENDER NO: BCPL/C&P/LE25W061DD/03460 FOR DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.



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	a) For all instruments, equipments, PLC based fire alarm system as per package requirements.	YES	-
	b) System engineering documentation for PLC based fire alarm system and related equipments as per package requirements.	YES	-
	c) As-built documentation for the complete instrumentation system as per package contractor's scope.	YES	-
2.10	Spares and spare parts	YES	
2.10.1	Consumable spares for six months operation.	YES	-
2.10.2	Mandatory Spares	YES	
2.10.3	Commissioning spares	YES	-
2.10.4	Installed spares	YES	-
2.10.5	Spare space	YES	-
2.10.6	Two years operation and maintenance spares (to be quoted separately by contractor). Contractor to provide the list of the same along with the offer	YES	-
2.10.7	Any special tools or tackles for instrumentation	YES	-
2.11	Warranty and warranty maintenance for Instrumentation items and PLC based fire	YES	-
	alarm system shall be as per commercial section attached elsewhere in the tender.		

Notes:

- Wherever package is mentioned, contractor shall consider as Rim seal fire protection system package. Contractor shall be responsible for carrying out the basic engineering for proceeding with detailed engineering for all instruments, valves, providing drawings, documents, mandatory spares for the package.
- The PLC based fire alarm system local panel shall be provided by the contractor in fully assembled, tested, wired, complete with all instruments, items, terminals boxes and cable entries in installed condition. No assembly shall be carried out at site by the contractor. Local Panel installation and termination shall be done at site by the contractor.



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3. Contractor shall supply all installation materials for instruments, valves within the package. Bill of materials of cable trays shall be furnished by contractor during detail engineering.
4. Cable laying from local panel to SRR#2 shall be done through customer's existing cable duct. Cable duct cover removal and re-installation shall be in scope of contractor.
5. The graphics shall be developed by BCPL in BCPL's own F&G HMI system, Yokogawa Centum VP, in Main Fire Control Room, Auxiliary Fire Control Room & Central Control Room. It shall be in vendor's scope to assist BCPL in developing the graphics and functionality testing in both the locations.
6. The assembly of instruments, detectors of rim seal fire protection system package shall be provided by contractor and shall be tested at shop. The Contractor shall perform loop checking, pre-commissioning, and commissioning of instrumentation items for rim seal fire protection system package.
7. Any activity specifically not listed in this document, does not absolve the contractor of their responsibility to include such activities in their scope of work, which otherwise is necessary, to complete instrumentation work for safe and efficient operation of rim seal fire protection system package. All such activities shall be carried out by the contractor without any implications. Instrumentation Job Specification and other drawings/documents attached with tender shall be read in conjunction with this scope of work document.
8. Any items not covered in this section, which form part of the contractor's standard package and are required for ease of operation, control, safety and interlock requirements shall be supplied by the contractor without and time/ price implications.
9. Residual engineering includes instrument sizing, utility consumption, specifying derived data in process data sheets, type and material selection of instruments wherever required. Residual engineering shall also include actual transfer/ implementation of the information provided in the form of notes in P&ID's and instrument data sheets/equipment data sheets and other documents provided.
10. CCOE/PESO approvals shall be mandatory for all field instruments, Junction Boxes and PLC based fire alarm local panel supplied by the contractor.
11. Following Instrumentation mandatory spares shall be supplied by the contractor. Mandatory spares shall be quoted and included in base price as follows:

1	FIELD INSTRUMENTS	
1.1	Field and inline instruments	10% or minimum 1 nos. (Whichever is higher), of each type of complete instrument with accessories like thermo wells with respect to range, type & material of construction for each instrument. Exclusions are control valves, self-actuated pressure control valve, safety valve, flame arrester, breather valve, level gauge, analyzer, desuperheater, reactor skin thermocouple, special flow meter, displacer level transmitter, radar type level instrument (GWR), tank level instrument, machine monitoring instruments.
2.0	PLC based fire alarm system local panels spare philosophy:	
2.1	System Spares (per PLC based fire alarm system local panel)	Bus Capacity- 60% Number of nodes- 70%



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1	FIELD INSTRUMENTS	
2.2	Installed Spares (with wiring, isolators etc)	a. I/O Level- 20% Marshalling Level: 20% b. Additional Power Feeder with Switch Fuse Assembly: 20% c. Additional Spare Windows in Alarm Annunciators: 30% d. All types of marshalling hardware i.e. terminals etc.: Min. 20% e. Free Space for hardware with installed DIN Rail, Base plate, back plane: Min. 20% f. Spare MCB: Min. 20% g. Electronic System spare channels shall be 20%
2.3	Spare Space	I/O Level- 10% Marshalling Rack- 10%

NOTES:- Spares shall be supplied for Instruments as applicable for the package items in contractor scope of supply and works.

- a) All spare items required for commissioning shall be supplied by the contractor like spare fuses, lamps, terminals etc as per requirement in addition.
 - b) Next rounded figure to be considered wherever % is specified.
Example: For total 11 Nos. Instruments with 20% spares basis, 3 Nos. spares shall be provided.
 - c) Equipment/Instrument vendor can recommend additional spares based on their experience.
 - d) Mandatory spares shall include spares required for instrumentation items of sub – packages as per mandatory spare philosophy.
12. Technically skilled and experienced manpower required for installation, testing, calibration, loop checking, pre-commissioning, and commissioning and PGTR of instrumentation items, Package PLC etc shall be in contractor's scope. This shall not be included as part of manhours considered elsewhere. All sub-vendors shall be arranged by the contractor at their cost.
13. 1 No. latest version configuration Laptop of reputed make suitable for hazardous area classification with connecting accessories & licensed softwares (including engineering & for any required changes) for the PLC based fire alarm system panels shall be supplied by the contractor for the configuration & programming of Rim seal fire protection system package PLC. All softwares shall be of perpetual (license for life) license & shall be in the name of "M/s BCPL, LEPETKATA". Softwares for graphical representation of unique site based layout of tanks to be provided. The software shall have features of tank number with active pop-up, event logging, history and prints.
14. The contractor shall thoroughly review and approve vendor drawings for all instruments and accessories before forwarding to the BCPL. Only the approved drawings duly stamped and signed by a competent engineer of the contractor shall be sent to BCPL for review.
15. The Contractor shall submit all instrument specifications and data sheets. Instrument specification shall be as per ISA format. The Contractor shall generate and submit all instrument



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datasheets, Cable Schedule and instrument index in PDF format. Exact version shall be informed during KOM/Post order. All required formats, modules, SEED files etc shall be developed by Contractor. Contractor shall submit native files to PMC/Purchaser.

All drawings / documents like datasheets, Instrument Index, Point database, cable schedule, PLC loop wiring diagrams, Instrument Hook-ups, logic diagrams (ISA formats) etc shall be provided by the contractor in PDF format.

Contractor shall be responsible for all the interface and co-ordination required for uploading of all instrumentation data from SPI to purchaser's central documentation system for integrated documentation management purposes.

16. Refer Electrical Section: For RIM Seal Detection+ Extinguishing System including PLC based Fire Alarm panel (for 141-TT-01A/B/C), dedicated 110V AC UPS with battery has been considered in the scope of tankage contractor. UPS and battery shall be located in Substation.

Electrical section of the tender shall be referred.

Further distribution and conversion to other voltage levels as required shall be in Contractor's scope.

All power cables from Substation to Field, related to Rim Seal system and associated instruments shall be under contractor's scope.



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**JOB SPECIFICATIONS
(INSTRUMENTATION)**

**FOR
RIM SEAL FIRE PROTECTION SYSTEM PACKAGE FOR
NAPHTHA STORAGE TANK**



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This Job Specification (Instrumentation) shall be read in conjunction with the Scope of Works (Instrumentation) for Rim seal fire protection system attached with the tender.

1. Vendor to comment against each clause wherever marked “√” of this specification.
2. Vendor to comment against applicable sub-clause under clause no. 6.0 (Installation and Installation material).
3. Vendor to carefully read the General Notes and comment against each clause.
4. Vendor to meet all the relevant OISD guidelines in reference to this Tender.
5. In the event of any conflict between this specification, data sheets, statutory regulations, related standards, codes etc., the following order of priority shall govern:

- a) Statutory regulations
- b) Job Specifications / Data Sheets
- c) Standard Specifications
- d) Codes and Standards

“√” :- **Customer's minimum requirement**

Sr. No.	Description	Properties	Requirement
1.0	General		
1.1	Location	Safe Area	
		Hazardous area	√
1.2	Area Classification (For instrumentation items in hazardous area)	Zone 1 – Gas Group IIA/IIB, T3	√
		Zone 1 – Gas Group IIA/IIB/IIC, T3	
		Zone 2 Gas Group IIA/IIB, T3	
		Zone 2 Gas Group II A, B, C	
		Any other	
1.3	Type of Instrumentation	Electronic	√
		Pneumatic	
1.4	Type of Instruments	Conventional	
		Smart	√
		Fieldbus	
1.5	Type of Control Valve Actuators (including shutdown valves)		
		Pneumatic with spring return	If applicable, refer note
		Electrical	
		Electro – Hydraulic	
		Any other	
1.6	Goose Neck / Vent protection from water	Applicable for Actuator, Positioner & SOV.	√
1.7	Type of hazardous area protection		
	Instruments (transmitters, limit switches positioners)	Intrinsically safe or Flameproof	√
		Non incendive	
		Weatherproof	
	Solenoid Valves	Intrinsically safe	
		Flame Proof	√ for 110V AC or 24 VDC
		Weatherproof	
	Process Switches	Intrinsically Safe or Flame Proof	√
		Any other	
1.8	Operational Requirements		



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	Main operational	Local panel	√
	Interface Location	SRR-2 for tank 141-TT-01A/B/C for signal connectivity, monitoring/operation	√
		Any Other	
1.8.1	Control and Monitoring		
	a) Type	Skid Mounted System	
		Panel Mounted Instruments	
		Programmable Logic Controller (PLC) based fire alarm system panel located in field outside dyke (for tank 141-TT-01A/B/C).	√
		Purchaser's Control System	
	b) Location of panel mounted Instruments	Local Panel	
		PLC based Fire alarm system local panels supplied by Vendor.	√
		Main Control Panel	
		Any other	
	c) Location of PLC based fire alarm system panels for Rim seal fire protection system package.	In field (Approx. 200 meters from tank) outside Dyke area.	√
		Utility Control Room (UCR)	
		Main Control Room	
		Any other	
	d) Interlock & Shutdown System	PLC based fire alarm system local panel located in field (for tank 141-TT-01A/B/C)	√
		Purchaser's Control System	
1.9	Cable Distances		
		Between field (141-TT-01A/B/C) and SRR-2	Approx. 2000 Meters
		Between Vendor supplied junction boxes at Tank top and vendor supplied PLC based fire alarm system local panels (located outside dyke wall in field)	Approx. 200 Meters for each tank (this cable shall be fire safe cable)
		Between Substation to local panel	Approx. 1000 Meters
1.10	Signal Routing Philosophy		



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		Through Junction boxes	√
		PLC based fire alarm system local panel	√
		Any Other	
1.11	Logic Representation	ISA (FBD Based or Ladder based)	√
		Any Other	
2.0	Control and Monitoring System		
2.1	Type of System	Distributed Control System	
		PLC based fire alarm system local panel located in field (for tank 141-TT-01A/B/C) (Note-6)	√
		Any Other	
	Location	In field (Approx. 200 meters from each tanks Top (141-TT-01A/B/C))	√
		Main Control Room	
2.2	Functional Requirements	Control algorithm	√
		Data Acquisition	√
		Interlock logics	√
		Configuration – - Single - Dual redundant - Quadruplicate or TMR - Any other	As per Vendor standard
		Console requirements	
		Type of Consoles	
		- PLC based fire alarm system local panel mounted in field	√
		- Hardwired Console	
		Operator Console (Dual Tier)	
		- 1 Nos.	
		- 2 Nos.	
		- Any other	
		Dedicated Engineering Console (Laptop)	
		- 1 No.	√
		- 2 Nos.	
		- Any other	
3.0	Interlock and Shutdown System	Common with control and monitoring system independent for each tank	√
		Separate from control and monitoring system	
	Type of System	Electromechanical relays	
		Programmable Logic Controller	
		PLC based fire alarm system local panel located in field (141-TT- 01A/B/C) outside Dyke area	√



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	Location of common PLC based fire alarm system local panels	In field (Approx. 200 meters from tanks 141- TT-01A/B/C)	√
		Main Control Room	
	PLC Response Time	100msec	
		250msec	√
		500msec	
	Processor Loading	60%	√
	Sequence of event recording	Same as PLC Scan Time	
	Functional requirements of PLC based fire alarm system local panel	Logic execution	√
		Dynamic Graphics	√
		Sequence of event	√
		Any other	As per vendor standard
	Power Supply	Redundant	√
		Separate for system and field.	√
	Interface with Purchaser's control system (F&G PLC) located in SRR_2 (Note-12,14,15,17)	Serial	
		Redundant Modbus over RS485 connection.	√
		Single Mode armored Fiber optic cable with HDPE conduit for Modbus link shall be provided by the Vendor for PLC based fire alarm panels at field. Suitable redundant OFC converters, redundant PSU's, pigtails and patch cords at both ends shall be provided by the Vendor (with Installation). Vendor shall provide all necessary hardwares and softwares and furnish all details like pin configuration and tag number wise MODBUS address mapping list, Modbus register data etc. for smooth interfacing of this redundant communication link with Purchaser's F&G PLC (Yokogawa ProSafe RS).	
		Hardwired	√



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		The following contacts (Repeat signal connectivity) shall be mandatorily provided from Vendor's package PLC based fire alarm local panels for hardwired interface to Purchaser's F&G control system (located at SRR-2 for tank 141-TT-01A/B/C) & Centralized Fire Alarm Panel (located at fire station) - Fire Alarm - Detection system fault - Foam Module Pressure Low - Foam Module Level Low - Foam Discharge Failure Fault - Cable Fault - Total system is healthy - Manual Actuation point - AC failure alarm The above signals (a-h) shall be made available at package PLC based fire alarm system local panel by the Vendor. Vendor shall provide 12 pair X 2.5 mm² multi-cables for hardwired interface from package PLC based fire alarm system local panel to Purchaser's F&G control system (located at SRR-2). Redundant I/O cards are required for Vendor's PLC and same is applicable for these signals too. Potential free contacts to be provided in PLC based fire alarm system local panel – two (2) contacts (one contact for Fire Alarm and the second for Rim Seal Actuation) for the tank for further connectivity to nearest DGFAP (if required) towards Fire alarms generated by the Rim Seal Fire Protection System package.
		Any other
4.0	Local Fire Alarm System Panel & Tank Top Junction Box	
4.1	Panel Type	Purged - Type X (If Zone 1) - Type Z (If Zone 2)
		Flame proof type
		Weatherproof
4.2	Constructional Details	
	a) Type	Free Standing
		Wall mounted
	b) Ingress protection	Flameproof, IP 65
		Weatherproof IP 65
	c) Cable Entry	Bottom
		Side
4.3	Power supply distribution (Note 1.1)	
	a) Incoming switch / Circuit Breaker	Required
		Not required
	b) Circuit Breaker for each consumer	Required
		Not required
	c) Power indication on panel front	Required
		Not Required
	d) Emergency Button (DPDT type)	Push type with Mush room head (with protective liftable cover)



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		Rotate & Pull type with Mush room head (with protective liftable cover)	√
		Any other	
4.4	Alarm Annunciator		
	a) Type	Solid State	
		☐ P based	
		Vendor standard	√
5.0	Field Instrumentation		
	a) Type of Instruments	Conventional	
		Smart (4-20mA + HART protocol)	√
		Fieldbus	
	b) Type of Positioners	Pneumatic	
		Smart (4-20mA + HART protocol)	√
		Fieldbus	
	Control valves shall be provided with contact less positioner (linkage less positioner is also acceptable)		
	c) Level Instruments		
	Level up to 2400 mm and in interface level measurement	Generally Guided Wave Radar type Level transmitter	√ If applicable
	Level above 2400 mm and for services requiring purge or where liquid might boil in external portion	Differential pressure type Level transmitter	√ If applicable
	Level Gauges	Transparent (with LED illuminator)	
		Reflex (Not applicable for Inter-phase Level). To be used only for clean & colourless liquids	
		Magnetic Level Gauges	√
	d) Sensor's for interlock/shutdown	Process switches	
		Transmitters - For all - For DP / pressure - Flow, level - Temperature	√
	e) Solenoid valves operating voltage	24 V DC low power type, Intrinsic Safe or 110 VAC UPS low power type, Flameproof	√
	f) SOV Body and enclosure material and internals.	SS316	√



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	g) Solenoid valve insulation class	Class H minimum (No Flying Leads).	√
	h) Temp. Instruments		
	Element Type	Duplex, Generally K type, Grounded Other types (e.g., E/ T/ S) as per range & process conditions. Cabling to Temperature Transmitter shall use 2 pair Thermocouple cable meeting IEC 60584-3 Colour codes. Element size: 20 AWG for duplex thermocouples	√ If applicable
	Temperature Transmitter	Required for all temperature elements	√ If applicable
		Field remote mounted (Not head mounted)	√
	i) Pressure Gauges	Diameter of 150mm	√
	Pressure gauges shall have over range protection up to 1.5 times maximum pressure scale without any calibration drift. Movement mechanism shall be Hardened SS while the Sensing element, Socket & Tip shall be SS316 (min). Remote surface mounting pressure gauges shall be considered for services of higher operating temperature $\geq 120^{\circ}\text{C}$. Case material shall be SS304. The dial of all pressure gauges shall have yellow, green and red bands to indicate respectively, the lower, middle and upper one-thirds of the calibrated range. Pressure gauges with ranges more than 0 to 60 kg/cm ² g shall be safety type with solid front case.		
	j) Temperature gauges:	√ If applicable	
	Bimetallic type with SS 304 case material. Dial size shall be 150mm. Background Fluorescent White for Clear Display in Low illumination.		
	k) Pressure relief valves (PRV)	√ If applicable	
	Pressure relief valves shall be sized and designed as per API-520, 521 and ASME section-VIII. Pressure relief valve sizes and ratings shall be as per API-526. For IBR services, valves shall be sized and designed as per IBR / ASME section-I. Pressure relief valve type shall be Vendor's responsibility suitable for the system.		
6.0	Installation and Installation material – (As applicable)		
6.1	Pre-fabricated Hook Ups	For Non-congealing Hydrocarbon services (Upto 600 class and maximum operating temp. upto 325 Deg C.) as well as utility services (except steam & hydrogen Service), standard bought out Pre-fabricated (with 5 valve manifold for flow and 2 valve manifold for PT) & pretested hook-up for all flow (DP) transmitters, Pressure transmitters shall be used. These hook-ups shall be basically close coupled instrument hookup integral type complete with instrument root valve, equalizing valves, oval flange adaptors, vent, drain pre-tested and pre-engineered ready for installation.	
6.2	Close coupled	Hydrogen service	



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6.3	Instrument impulse lines (Remote Installation)	(i) For DP Type Level and PDT. (ii) For DP Type FT & PT above 600 class and maximum operating temp. above 325 Deg C., steam & Hydrogen. (iii) For DP type FT pertaining to venturi, Flow Nozzle, D- D/2 Tapping, Meter Run. (iv) For Congealing services (v) For corrosive services diaphragm seal shall be used as per P&ID.
6.4	Instrument Impulse line	
6.4.1	Piping Impulse Lines	(i) For close-coupled installations and Hydrogen service (ii) For Hydrocarbon for line rating above 600 class, steam and where pre-fabricated hook-up is not used.
6.4.1.1	Instrument manifolds: Pre fabricated	
6.4.1.1.1	For PT & PG	2 Valve Manifold
6.4.1.1.2	For Flow DP transmitter	5 Valve Manifold
6.4.1.2	Impulse Line Valves:	
6.4.1.2.1	Isolation valves	Globe Type or Ball Valve
6.4.1.2.2	Vent/drain valves	Gate Type or Ball Valve
6.5	Piping with Tubing at instrument end	(i) For Hydrocarbon for line rating above 600 class, steam and where pre-fabricated hook-up is not used. (ii) Piping with tubing type instrument hook-up (Hybrid) shall be considered wherever maintenance access is not feasible to provide in the transmitter with the installation of closed coupled type hook up
6.6	Prefabricated hook ups	
6.6.1	Impulse Line valves	
6.6.1.1	Isolation valves	First isolation valve shall be Quarter turn ball valve (Globe as per Licensor requirement) with metal seated /soft seated as per process pressure/ temperature conditions.
6.6.1.2	Vent/drain valves	Part of valve manifolds in the hook-ups
6.7	Signal and air supply tubing	
6.7.1	SS tubing (for Inst. air)	Required
6.7.2	Main instrument air distribution	
6.7.2.1	SS316	Required
6.7.3	Instrument Air isolation valve for each instrument	Ball Valve
6.7.4	Instrument Air isolation valve for each instrument material	SS316



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6.8	Air Supply Tubing	
6.8.1	Material	Tubing shall be of SS 316L and Fittings shall be SS316.
6.8.2	Tube size	1/4" OD with 1mm wall thickness 1/2" OD with 0.049" Wall Thickness
6.9	Impulse tubing	
6.9.1	Material	Tubing shall be of SS 316L and Fittings shall be SS316.
6.9.2	Tube size	1/2" OD with 0.049" Wall Thickness
6.10	Piping material used in installation hook up	As per Piping Material specifications. However, Instrument Air line and pipe fittings shall be of SS316 minimum
6.11	Instrument connection sizes	All Instrument nozzle connections on vessels shall be minimum 300# or higher based on the vessel rating.
6.12	Radiography, IBR testing, Post Weld Heat Treatment, Stress relieving requirement etc.	As per Piping Material Specifications
6.13	Cable Routing (Note- 6)	These cable trays shall be made of GRP with standard sizes of 60mm, 150mm and 300mm width. Cable Trenches shall not be used for field cable laying. Each individual cable routed through trays must be clamped or tied using SS wires. The overall clamping shall be with aluminium clamp instead of tying with cable armor. Nuts/Bolts for cable tray fixing shall be SS. All multipair cables shall have identification tag with JB no. at every 10-meter interval even in duct / trench. All Instrument cable ducts on pipe rack and trays carrying multi- cables shall be fire-proofed on all sides.
6.14	Spare space in cable ducts/trays	Cable trays shall have at least 20% spare space.
6.15	Canopy	Prefabricated FRP canopies required for all field transmitters, Junction Boxes, local panels/ cabinets, temperature elements, Gas detector. Tag number shall be printed on the canopy. Canopy for Junction Boxes shall cover from 3 sides.
6.16	SS Tag plate (Stencilling, cable tag plates)	For all instruments, local panels. electronic Instruments shall have the following information stamped: Instrument Tag No., Make / Model no., serial number, range of measurement, body and element material, area Classification.
6.17	Terminal blocks	Internal terminal blocks for all instruments, anti-vibration type, suitable for terminating a minimum of 2.5 mm ² size for signal and 4 mm ² size for power cable conductors. Flying leads are not acceptable.
6.18	Ferruling JB, panels & control system	Heat shrinkable printed sleeve type. (Direct – Cross Ferruling (Source – Destination Type) on White Sleeves with Black Lettering)
6.19	Terminals	Clamp-on type (Screw less type). Only push in type screw less terminal blocks (TB) shall be used. TBs shall have lever indicating termination of wire. Junction Box Terminals shall be 'push-fit clamp on type' with side cable termination.
6.20	Barriers (wherever applicable)	Intrinsically safe barriers: 3-port galvanically isolating type (Active isolating type with 3 ports) MTL 5000 series / P&F / Stahl or equivalent
7.0	Cables & cable glands , (all Cables shall be armoured type)	



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7.1	Signal & alarm cables	1.5 mm ² twisted in pair individually and overall shielded with aluminium mylar tape with drain wire and armoured. The thermocouple extension cables (16AWG) from the duplex thermocouples to the dual input temperature transmitters shall be dual-pair cables, i.e., both elements of the duplex TE shall be connected to the TT. Triad cables shall be used for RTDs.
7.2	Shutdown / control cables (for solenoid valves)	1.5 mm ² (minimum) twisted in pair individually and overall shielded with aluminium Mylar tape with drain wire and armoured. Vendor shall carry out voltage drop calculation based on cable distance and consider cable size accordingly.
7.3	Power supply cable to field instruments	Minimum 2.5 mm ² armoured copper cable.
7.4	Flame retardant and fire-resistant cable	Required (All Cables shall have XLPE as primary insulation)
7.5	Cable outer cover colour	For all flame retardant and fire-resistant cables: Blue cable shall be used for IS and Black cable shall be used for Non-IS signals.
7.6	Cable glands (for both non-fieldbus and fieldbus)	Nickel-plated brass, Flameproof, double compression type suitable for armoured cables.
7.7	Slip-on type PVC sleeves (cable shrouds)	Required (over cable glands for all cable entries in junction boxes and instruments).
7.8	Cable entries	Generally, ½" NPTF for signal, ¾" NPTF for power, temperature elements (duplex), 1" NPTF for 6 pair cables, 1.5" NPTF for 12 pair.
7.9	Fibre Optic Cables	Fibre Optic Cables shall be double armoured type. HDPE conduits with both end connector accessories are required. All FO cable shall be single mode type only. 100% spare core shall be provided in each FO cable.
8.0	Junction boxes	As applicable
8.1	Type of JB's	Suitable for 6 pair, 12 pair, 8 triad cables Flame proof (Exd) Junction boxes shall be provided for Non-IS signals, and for IS signals weather proof to IP65 JB shall be provided.
8.2	Spare terminals	All junction boxes shall be sized to keep at least 20% spare terminals in each. All junction boxes shall have terminals for termination of cable shield/ drain wires.
8.3	Cable entry in JB's	From bottom & side. 2 nos. cable entry required for Multi cables (with one entry plugged) at bottom. Single pair cables entries are side.
8.4	Plugging of spare entries	Required, with Flameproof nickel-plated brass Plugs
	Colour coding for JB's & Terminals to be ensured as: For Intrinsically safe circuits = Blue, for Non-Intrinsically safe (Non-IS) = Light Grey.	
9.0	Miscellaneous	
9.1	PTR (Proven track record)	The instrumentation items, valves, system-oriented items as being offered/ supplied by Vendor should have been operating under similar process conditions for at least 6 months.
9.2	Vendor list	The vendor shall furnish proposed sub-vendor list.
9.3	Specialty services	Package PLC based fire alarm panels and other special instruments (as applicable) installation, testing, commissioning and PGTR shall be by manufacturer's specialists. Vendor to make specialist's services available at their cost.
9.4	Painting requirements	As Applicable
10.0	Spares Philosophy	
10.1	Commissioning spares	To be supplied as required for commissioning of the instruments. Vendor shall procure these spares as per recommendation of their sub-vendors / instrument suppliers. These spares shall be over and above the mandatory spares and installed spares.



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10.2	Installed spares for Programmable Logic Controller (PLC) based fire alarm panel	The installed spares shall be provided as per the below philosophy, over and above the mandatory spares:
10.3	Mandatory spares	Vendor shall provide Instrumentation mandatory spares, over and above the installed spares, of all instruments and control systems as per mandatory spares list attached in the tender.
10.4	Recommended spares for two years normal operation and maintenance	Vendor to quote separately and provide list of recommended two years normal operation and maintenance spares for Instrumentation & control systems.
11	INSPECTION & TESTING (requirements specified elsewhere in tender)	
11.1	Carrying out/ witnessing shop testing and calibration of all instruments and system-oriented items supplied by Vendor	In Vendor's scope
11.2	Inspection and factory testing:	All instruments and accessories, system-oriented items PLC based fire alarm system local panels, special instrument items shall undergo factory testing and inspection by Vendor's authorized representatives, Third Party Inspection (TPI) Agency as per tender requirements. Factory Acceptance Testing of critical items will be witnessed by M/s BCPL at its discretion. Vendor to inform for the same

General Notes:

Notes:

1) Utility Supply

Purchaser shall provide One (01) single 110 VAC AC UPS feeder to vendor at purchasers substation . From this feeder power shall be distributed through one ACDB to feed 110 VAC UPS power to the PLC panels located at site. Supply and installation of the ACDB shall be in scope of vendor at customer's switch gear room/Substation (for details refer electrical scope of work).

Supply of all the above power cables shall be in scope of vendor. Also, the laying of power cable from customer's substation to field and corresponding cable termination at required locations shall be in scope of vendor.

B.) Instrument air supply (at pressure as mentioned elsewhere in tender) shall be available in the unit. Vendor shall select the instruments based on minimum air pressure of 4.0 kg/cm² (g) and shall indicate the instrument air consumption for the package.

If Instrument air is required by vendor , it can be taken from nearest tapping point which is around 200m near dyke area of the tank .

Further distribution shall be done by Vendor. Instrument air header shall be minimum Gland distribution manifolds to the individual valves shall be done by Vendor through SS316L tubing. Vendor shall indicate the Instrument air consumption for the package.

2) The push buttons, lamps, selector switches, Alarm annunciator, mounted on PLC based fire alarm local panel shall be intrinsically safe type. Alarm indications (using Annunciator) shall be available on Local fire alarm panel front facia. Annunciator Lamps shall be cluster LED based. 20% installed spare Annunciators (of each type & colour) to be provided. Hooter shall be provided additionally (with Sound of more than 110dB at 1 meter distance. Hooter shall be audible upto 200 meter radial distance. Looping of wires shall not be carried out in the panel wiring (instead TB based busbar jumper links shall be used) i.e., not more than 1 wire shall originate from one side of a Terminal. Local testing facility (using pushbuttons in Local fire alarm panel) &



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Instruments (in Field) shall be available. All Pushbuttons shall be of DPDT Type, all Lamps shall be of flameproof and cluster LED Type.

- 3) Control cables, Signal cables shall be blue for IS and black for non-IS.
- 4) Vendor supplied PLC shall be hooked-up with purchaser's existing F&G system PLC (Make: Yokogawa, Model: Prosafe RS) located in SRR2 which will be about 2000 mtr away from the field PLC location. Communication protocol shall be Modbus over RS 485 between vendor PLC & existing BCPL F&G PLC. Bidder shall use Fiber Optics connectivity for this , however all converters /LIU etc. is in the scope of the bidder/vendor.
- 5) For all serial communication of Vendor's supplied PLCs to Purchaser's F&G PLC, Vendor shall co-ordinate with DCS/PLC vendor at both ends to setup the communication interface. Unless the communication with Purchaser's F&G is completed, the Vendor's system shall not be considered as commissioned. Supply of all the necessary converters / devices / components to be installed in purchaser F&G system panel to establish the communication with purchaser's F&G PLC shall be in vendor's scope.
- 6) All Instruments shall be provided with root valves (First Block/ Isolation valve) in addition to instrument Isolation valves & manifolds.
- 7) Cabling for entire RIM seal fire protection system package items up to PLC based fire alarm panel (in field) and from field to SRR-2 shall be in Vendor's scope. Flame proof (Exd)(IP 65 minimum) Junction boxes shall be provided shall be provided
- 8) For any instrumentation item, the offered model for the same must meet the specification and proven track record (PTR).
- 9) All logics associated with the Rim seal fire protection system package shall be implemented in PLC based fire alarm system local panels (located in field). All Package related signals & diagnostic alarms shall be made available at Main Plant F&G PLC by the Vendor.
- 10) For actuators the color coding for On/Off valves / Control valves is as follows:
 - a. FLDO/FLO/FO – Green.
 - b. FLDC/FLC/FC – Red.
 - c. FL – Yellow.
- 11) For Hazardous area classification of Instrumentation items, refer electrical section attached with tender for details.
- 12) Slave ID for redundant slaves shall be the same. Redundant Modbus over RS485 connection to be provided from package PLC with Modbus Register mapping & configuration details. Primary & Secondary shall be configured to have the same Slave ID. Wiring upto terminal Blocks to be done within the panel & further cabling supply upto SRR-2 shall also be in Vendor's scope (spare pairs min. 20% shall be left in all cables laid to SRR-2 & also for all Multipair Cables).
- 13) The RIM seal fire protection systems provided by the Vendor shall be an Intelligent Automatic self-sufficient system without any external control/logic from Purchaser's DCS/PLC.

Local Testing & actuation facility (through push buttons) of the RIM Seal Detection + Extinguishing System shall be provided by the vendor. Facility shall also be available to actuate & reset the system from purchaser's DCS/F&G / from purchaser's Centralized FAP (for testing of system). Contacts shall be wired from purchaser's DCS/F&G to Local RIM Seal Detection + Extinguishing Panel for Testing. Wiring upto terminal Blocks to be done within the panel & further cabling supply upto SRR-2 shall also be in Vendor's scope (spare pairs min. 20% shall be left in all cables laid to SRR-2 & also for all Multipair Cables).
- 14) Package PLC shall be housed in Field ex-proof enclosure. PLC based fire alarm panel shall be located outside



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the dyke area. PLC shall meet following minimum specification :-

- a. Programmable logic controller shall be microprocessor-based system which shall be used to execute all the process and safety shut-down logic of the plant. When specified, it shall also execute plant interlock logics and sequence operation and analog control. Programmable logic controller shall be an independent unit and shall not depend on any of its functionality on any other system including Distributed Control System
- b. Processor system of programmable logic controller shall have capability to execute additional 20% logics.
- c. The system shall be of modular construction and expandable in future by adding additional modules which shall be easily accessible for maintenance and repair. The type of modules shall be kept to the minimum possible in order to have interchangeability and low inventory.
- d. The system shall have a high MTBF value and shall have well proven record of operating in hydrocarbon plants.
- e. Sub-systems or system components which are installed outdoor shall be suitable to continuously operate at ambient temperature and humidity specified under ambient conditions. The heat generation effect of current carrying for the electronic modules shall also be considered. For this purpose, the system shall be rated for minimum 5 deg C more than the maximum ambient temperature specified. In case the system is not suitable for the above conditions, necessary cooling arrangement shall be provided.
- f. The system shall be internally protected against system errors and hardware damage resulting from Electrical transients on power wiring, Electrical transients on signal wiring, Connecting and disconnecting devices or removing or inserting printed circuit boards in the Programmable Logic Controller (PLC).
- g. All sub-systems and system components shall be capable of accepting various signal inputs for its direct use while preventing noise errors due to electromagnetic interference (EMI) or radio frequency interference (RFI) including nearby radio stations, hand held two way radios, solenoids, relays or contactors carrying heavy currents as per levels of environmental electromagnetic phenomenon defined in IEC-61000-6-2/ EN-50082-2. The system shall have total noise immunity from UHF / VHF radio communication equipments, (RFI) and (EMI) noise generating equipments as per IEC-61000-4/ EN-50082-2.
- h. On-line replacement of any module of programmable logic controller shall be possible in such a way that removal and addition of the module shall be possible and safe without de-energising the system.
- i. Surge protection devices (SPD's) shall be provided on the system to limit the surge voltages reaching beyond the safe limits, under normal, abnormal or lightning strike condition.
- j. Operation of the PLC shall be completely unaffected by a momentary power loss of the order of 20 milliseconds. This shall be demonstrated during FAT.
- k. The system shall have extensive set of self diagnostics hardware and software for easy and fast maintenance of PLC. Routine checks should run automatically at frequent intervals for identifying any fault in software or hardware. Diagnostics shall be required at local as well as console level.
- l. Safety isolators shall be provided by the vendor for all intrinsically safe input/output analog circuits wherever field signals are from electrically hazardous area. In such cases, the system shall be designed intrinsically safe based on entity concept. For electrically hazardous area, 50% rule as per IEC-60079 shall be applied for selecting suitable IS isolators for the field cable distances given in the requisition for the specified Gas Group of each unit. Entity parameter checking and validation of the Intrinsic Safe circuit for use in the specified hazardous area shall be carried out by vendor as part of PLC engineering.
- m. Unless otherwise specified all intrinsically safe isolators shall be 3 port isolating type only providing isolation between;
 - i. Input and output (non-hazardous to hazardous side of isolators)
 - ii. Power supply and input



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iii. Power supply and output

The minimum isolation level shall be 250 VDC.

- n. Each I/O channel shall be galvanically isolated from external control circuit by suitable means. The minimum isolation level between I/O and logic circuit shall be 1500 volts AC. External isolators/relays shall be provided for all inputs and outputs of the PLC.
- o. Each I/O shall be protected against the reversal of polarity of the power voltage to I/O.
- p. Each input shall be provided with filters to filter out any noise in the input line and contact bouncing noise, as applicable.
- q. All the inputs / outputs shall be double ended upto the I/O card i.e. two wires per input /output and not with common return for all inputs/ outputs. However, for non SIL certified PLCs, common return terminal for upto 8 channel at digital IO card level from the respective relays is acceptable.
- r. Input module shall be capable of monitoring the input contacts for any wire open fault and short circuit.
- s. The module shall have 14 bit A/D resolution accuracy of $\pm 0.25\%$ of full scale over the entire range, unless otherwise specified.
- t. The output contact rating shall be as follows:

Sl. No.	Applicable for	Voltage Rating	Current Rating
	All output cards driving Solenoid valve and alarm annunciator system unless otherwise specified Category – I Category – II	110 V AC/ DC 24 V DC	0.5 A 2 A
	All motors/pumps/compressor output cards unless otherwise specified. Category – I Category – II	240 V AC 110 V DC / 220 V DC	5.0 A 0.2 A

- u. Each output shall be short circuit proof and protected by fuse. Visual indication of fuse blown must be provided for each module.
- v. Processors memory shall be non-volatile. However in case volatile memory is provided, battery backup shall be provided with a minimum of 3 months lifetime to keep the program storage intact. A battery drain indication shall be provided at least one week before the battery gets drained.



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- w. Watchdog timer shall be a software device. The healthiness of processors shall be continuously monitored by watchdog timer. Any hardware or software problem in the processor system, which shall include, CPU, memory, power supply, communication interface etc. shall cause the watch dog timer to report processor failure.
- x. PLC shall provide data in a well established protocol format preferably MODBUS protocol.
- y. The system shall have an extensive set of self diagnostic routines which shall be able to identify all permanent and transient system faults / failures at least up to module level
- z. System diagnostics shall be capable of identifying, locating and reporting the following faults, as a minimum:
 - a) Processor fault
 - b) Communication fault
 - c) I/O module fault
 - d) Power supply fault
 - e) Over temperature monitoring
 - f) Permanently close / open (stuck on or off) fault
 - g) Memory fault

Any other additional diagnostic alarm if available as a standard shall also be provided by vendor.

- aa. Software package for displaying I/O map showing status of inputs and corresponding output providing tag numbers as per logic diagram shall be offered. The I/O map format shall be user definable. Operating System shall be provided with office documentation software package (Word, Spreadsheet etc.).
 - bb. The distribution network for interrogation voltage shall be designed such that a single fault in any branch shall not cause trip of the logic other than where the fault has occurred.
 - cc. Wire termination shall be done using self insulating crimping lugs. More than two wires shall not be terminated on one side of single terminal. The use of shorting links for looping shall be avoided.
 - dd. All system equipment such as system cabinets/JB and other powered equipment shall be provided with separate and isolated grounding for panel earth and system earth.
 - ee. System earth shall be less than one (1) ohm grounding system or as per vendor's recommendation with its own dedicated earth pits. The earth pits shall be suitably located outside the control room and away from any heavy noise plant equipment. Earth pit shall not be in the scope of PLC vendor unless otherwise specified.
 - ff. The earth pit design shall be as per IS-3043 code of practice for earthing. A minimum of two (2) number of earth pits, in redundant configuration, shall be provided in each Control room / SRR / Remote IO cabinet location for System earth. In case number of pits required to meet system earth resistance are more than one (1) number, the number of system earth pits shall be two times the actual number of pits required to meet the redundancy requirement specified above. All these system earth pits shall be securely connected with each other to form a one homogeneous system earth grid.
- 15) Redundant Modbus over RS485 connection to be provided from package PLC with Modbus Register mapping & configuration details. Primary & Secondary shall be configured to have the same Slave ID.
- 16) All analog inputs to package PLC shall use 1-in, 1-out Barriers. All Barriers used (Analog, Digital) shall be active isolating type barriers offering 3 port isolation (Zener barriers shall not be used). All DI & DO shall



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be through Relays for Non-IS signals. All inputs & outputs shall have isolation facility. Power Supply Units for Field Instruments & Barriers shall be separate from the Power Supplies used for package PLC part. All Power supply units shall be redundant type with reverse power protection using Diode-O-Ring Units. It shall be possible to isolate each Power supply online (each PSU & Diode O-Ring unit shall have dedicated incoming & outgoing double pole isolations) without affecting operation.

- 17) All the instruments/components installed at tank top shall have high reliability & robustness.
- 18) All valve actuators supplied by Vendor shall be spring return type. SOV Body, enclosure & internals shall be of SS 316. SOV in single configuration shall have PFD value with SIL-3. For SOV(Non-IS) digital outputs, Line monitoring relays shall be provided to identify the status of any failed SOV. All SOV to be SIL-3, class-H insulation & shall have integral terminals. Vent port of all solenoid valves shall be provided with SS/ Brass bug screens, to prevent blockage of port because of bugs and to save the port from dust.
- 19) All pneumatically actuated Valves supplied by vendor shall meet API 598 leakage requirements. All pneumatically actuated Valves shall be provided with AFR (min 5 microns). AFR Body, AFR adjustment Spindle, AFR Pressure Gauge & AFR Drain nut shall be of SS 316. Pressure Gauge of AFR shall be of 50mm dia. All mounting accessories, Nuts, Bolts & linkages shall be of SS. Pneumatically operated Valves shall have visual indications for identifying the open & close position (from a distance). Inductive proximity limit switches shall be used for end position monitoring of such pneumatically operated Valves. Such position feedbacks shall be wired to the RIM Seal Detection + Extinguishing package PLC.
- 20) All nuts & Bolts used for the mounting of Instruments & Junction Boxes shall be of SS.
- 21) Units of Measurement for Pressure shall be in kg/cm² (g) or mmH₂O while for Level shall be in %. Measurement units for Temperature shall be in deg C.
- 22) Transmitters shall have root isolation Valve, followed by instrument isolation Valve & Manifolds (for Pressure and for DP Instruments).
- 23) All field instruments shall also be having a separate local gauge (e.g., in case of PT additional PG shall be installed on the same line/equipment with a separate root isolation valve, instrument isolation Valve & Manifold; Similarly for any DP Transmitter (DPT) additional DP Type Gauge/Level gauge shall be installed on the same line/equipment with separate root isolation valves, instrument isolation Valves & Manifold; Similarly for any Level Transmitter an additional Level gauge shall be installed for the same equipment with separate root isolation valves & instrument isolation Valves.
- 24) Complete instrumentation, PLC based fire alarm local panel supplied by the Vendor shall be designed for Fail Safe operation.
- 25) All impulse lines provided by the Vendor shall be as per ASME standard. All instrument impulse lines shall have vent/drain connections with valves & shall be complete with cap (safely directed impulse line & shall be complete with a cap – after the drain/vent valve).
- 26) Vendor scope shall include supply of signal cable/s from PLC based fire alarm local panels to SRR-2 using 12P x 2.5 sq.mm cables (Vendor shall consider the wiring-up of all alarm contacts – taken from the RIM Seal Detection + Extinguishing Panel PLC DO). An additional common-fault consisting of all detected faults shall also be wired to SRR-2, using the Multi-pair cables. Each of such multi-cable shall have minimum 20% spare pairs – which shall however be terminated at both ends. Termination at SRR-2 is excluded from Vendor's scope. However, cable glanding, tagging (SS Tag Plates), testing & loop checking shall be in Vendor's scope.
- 27) Pre-fabricated FRP canopies shall be provided by the Vendor for all field mounted local panels, field transmitters, Junction Boxes, Process Switches, temperature elements etc. Canopy for (Local PLC based Fire Alarm Panel) shall have an overhang area of 600mm all around. All canopy drawings & arrangements shall be furnished for review & approval of Client. Pre-fabricated Canopies shall be of machine molded type using FRP & shall be UV Resistant type.
- 28) Supply, fabrication & installation of cable trays, all required supports, Instrument airline connection,



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painting, etc are in Vendor's scope. Cable trays from Tanks to Detection Control System/ Junction Boxes/ Local PLC based Fire Alarm Panel shall be in Vendor's scope.

- 29) RIM Seal Fire Detection & Automatic Actuation (Extinguishing) System supplied by the Vendor shall comply with the statutory requirements. Good installation & engineering practices shall be followed by the Vendor. Punch point liquidation of the system shall be in Vendor's scope.
- 30) Supply & Installation of Power / Signal / Control Cables from / on Tank roof JB up to Power / Signal JB's outside dyke & from Dyke JB's up to PLC based Fire Alarm system local Panel in field shall be in Vendor's scope.
- 31) All instruments and system-oriented items shall be inspected by TPIA for calibration, factory testing and proper operation prior to dispatch as per tender requirements. All Test reports duly verified by third party inspection agency shall be furnished to the owner for approval. Owner or his nominated representative may like to inspect the items before dispatch. The party shall arrange for the inspection facilities. For inspection, vendor shall indicate inspection schedule at least 2 weeks in advance. Material dispatch shall take place only after obtaining clearance from the owner.
- 32) Power distribution network shall be designed in such a way that single point failure shall not cause tripping of the total system. Each distribution point shall be provided with a separate MCB of power rating for isolation of the system.
- 33) All instrument data sheets shall be prepared using ISA Formats by the Vendor.
- 34) PLC based Local Fire alarm panel shall have visual and audible alarm with resetting facility. An annunciation window / Lamps shall be provided on the front face of the panel. The following signals shall be available in the panel as a minimum:
- Fire - flashing light and sounder
Detector Fault – flashing light and sounder Cable Fault – flashing light and sounder Module pressure low (common per tank) – flashing light and sounder Total system is healthy –Constantly illuminated green light
- 35) Software for the Rim Seal fire detection & suppression system shall have site specific graphics with authorisation for use of the software for life-time. The documented authorisation shall accompany the software at the time of supply. Software shall be capable of communicating with all the installed LHS detection devices simultaneously from the control room.
- 36) List of Mandatory Spares:
- 1) Pressure Gauges: 10% subject to minimum 1 No. of each type
 - 2) SOVs, valves. Pressure transmitter, level transmitter, level gauge, 10% subject to minimum 1 No. of each type.
 - 3) All items like Push Buttons, Indicators, Hand Switches, Lamps, Holders, Relays, Panel card, PLC Modules, Power card, Loop Card etc. mounted in the Local Control Panel; 10% subject to minimum 1 No. of each type,
 - 4) Fiber optic cable: 100% spare cores as minimum.
 - 5) Multipair armored cable: 20% spare pair as minimum
 - 6) Other spares: As mentioned above on case to case basis.



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Formats for Logistic Support

a) Certificate for Logistic Support (by Principal)

(To be signed by Principal's corporate level signatory on company's letterhead)

I, on behalf of M/s _____ confirm that the _____* _____quoted by M/s _____ for RIM Seal Fire Protection System Package of BCPL, Lepetkata Project shall continue to be supported by us. The quoted item shall not be withdrawn from Indian market in next five (5) years from the date of placement of order as a matter of our corporate policy.

I further confirm that in case of placement of order by BCPL on M/s _____ we shall continue to support M/s _____ in providing back-up engineering, maintenance support and spare parts to BCPL, Lepetkata for a period of 10 years from the date of placement of order.

Signature
with Seal Authorized, Senior Management
Level Signatory

* PLC provided by Vendor.



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b) Certificate for Logistics Support (by Vendor)

(To be signed by Vendor's corporate level signatory on company's letterhead)

I, on behalf of M/s _____ confirm that the _____ * _____ quoted by M/s _____ for RIM Seal Fire Protection System Package of BCPL, Lepetkata Project shall continue to be supported by us and our principal(s). The quoted item shall not be withdrawn from Indian market in next five (5) years from the date of placement of order as a matter of our corporate policy as supported by attached certificate from our principal(s) M/s _____. I further confirm that in case of placement of order by BCPL on us, we shall continue to support in providing back-up engineering, maintenance support and spare parts to BCPL for a period of 10 years from the date of placement of order.

Signature
with Seal Authorized, Senior Management
Level Signatory

* PLC provided by Vendor.



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VENDOR DATA REQUIREMENTS (INSTRUMENTATION)

The following drawings/documents marked "Yes" shall be furnished by the Vendor after award of contract:

Sl. No.	DESCRIPTION	WITH BID	POST ORDER			REMARKS
			For Review	For Records	With Data Book (Final)	
1	Drawing and Document Schedule		Yes			
2	Filled-in Format of Instrumentation technical compliance	Yes				
3	Detailed P&ID indicating the complete scheme of instrumentation and controls		Yes		Yes	
4	Proven track record for instrumentation, PLC			Yes	Yes	
5	Signed and Stamped Logistics support certificates	Yes	Yes		Yes	From PLC sub-vendor
6	Sub-Vendor List for Instruments, valves and accessories		Yes		Yes	
7	Sizing calculations for valves, pressure relief valves, flow elements, valve actuator			Yes	Yes	
8	Utility requirements and consumption (power supply, instrument air etc)	Yes		Yes	Yes	
9	IO assignment (Point database) including scale range, Engg units, Alarm Values, Trip Values and Channel Nos.			Yes	Yes	
10	Instrument Cable schedule (signal, alarm, shutdown, power)			Yes	Yes	
11	System configuration drawings and programming manuals of Package PLC		Yes		Yes	
12	Power supply/ feeder distribution drawings and BPS Calculations			Yes	Yes	
13	PLC Cabinet GA and wiring drawings		Yes		Yes	
14	Instrument cable tray layout			Yes	Yes	
15	Instrument specification sheets and datasheets			Yes	Yes	
16	Level Sketches / Nozzle Elevations for level Instrument			Yes	Yes	
17	Instrument, JB and Local panel Location Plans			Yes	Yes	
18	Installation standards drawings (instrumentation hook-ups), BOM of instrumentation hook-up materials			Yes	Yes	
19	Dynamic graphics, overview, assignments, group view, trending details, including faceplate descriptions etc.			Yes	Yes	
20	Mandatory spares parts list listing makes, model no., part number, exact detailed description		Yes		Yes	
21	FAT / SAT procedure for PLC		Yes		Yes	
	Certificates (statutory/ test/ calibration /					



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Sl. No.	DESCRIPTION	WITH BID	POST ORDER		REMARKS
22	inspection)			Yes	Yes
23	Special application softwares details			Yes	Yes
24	Spare part list for 2 years operation	Yes			
25	Installation, operation, Programming and maintenance manuals including calibration procedures for all supplied items (including bought out items)			Yes	Yes
26	As built drawing/ documents			Yes	Yes
27	Serial link and interface details of Package PLC with Purchaser's F&G (address mapping list, baud rate, parity, stop bit, data bit, slave ID etc.)			Yes	Yes
28	Purchase requisitions for all Instrumentation Items			Yes	Yes
29	Interconnection cable details			Yes	Yes
30	Air supply distribution drawings			Yes	Yes
31	Instruments/ Cabinets grounding details			Yes	Yes
32	Special test equipment/ tool requirement for maintenance			Yes	Yes
33	Logic diagrams in FBD Formats, cause and effect diagrams, control sequence narratives and logic description			Yes	Yes
34	Loop checking and calibration records			Yes	Yes
35	QA/QC Documents (For each item) - Inspection and Test Procedures - Inspection Reports - CCOE/ PESO approval documents. - IP Certificates. - Calibration Reports. - FAT Reports. - Test Certificates			Yes	Yes

Notes:

1. "Yes" denotes applicability.
2. All drawings & documents shall be submitted in A4 or A3 paper sizes.
3. Post order- The schedule of drawing / data submission shall be mutually agreed between BCPL & the Vendor / supplier .
4. Bill of Material shall form part of the respective drawing.
5. All the above documents, as applicable, are also required for the package units sub-ordered by the VENDOR
6. Any other documents / drawings not listed above (including the package vendors item sub-ordered by the Vendor) but required to carryout the engineering and for integration of other equipment packages sub ordered by VENDOR shall also be prepared and furnished to M/s BCPL.
7. Final As-built documentation shall be submitted by the vendor in hard copies (three prints) and soft (two CDs/DVDs)(In PDF format) .
8. Vendor shall prepare & submit the as built drawings / documents after commissioning. All the Drawings / documents listed shall be converted into as built after commissioning of project. As Built shall include documents generated by Vendor & documents generated/ submitted by various sub- vendors. As-built drawings/documents shall not be scanned documents.



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Bill of Material(BOM) for installation of Automatic actuated Rim Seal Fire Protection for the 03 nos. of EFRT Naphtha Storage Tanks at BCPL, Lepetkata.

TENTATIVE BOM OF MAJOR ITEMS OF TWO WIRE BASED RIMSEAL FIRE PROTECTION SYSTEM FOR 1 Tank of 25.5 m Dia.

Sl. No.	Item	Basic Qty	Unit
1	Two-Wire Linear Heat Detector (Run 1)	90	Meters
2	Two-Wire Linear Heat Detector (Run 2)	90	Meters
3	Flameproof Junction Boxes: • FLP JB Tank Roof • FLP JB on Round JB	1	Lot
4	Local Control Panel	1	Nos.
5	Pressure Transmitter	2	Nos.
6	Solenoid Operated Valve	2	Nos.
7	Pressure Gauge	2	Nos.
8	Level Gauge	2	Nos.
9	Cables	1	Lot
10	Cable Tray	1	Lot
11	Hooter	1	Nos.
12	3% AFFF Foam	1	Lot
13	HMI in Control Room (Common for all Rooms)	1	No.
14	250 Liters Foam Modules	2	Nos.
15	Foam Discharge Piping & Nozzles	2	Lots
16	110V ACDB	1	No
17	Power cable	1	Lot
18	Earth Pit	1	Lot

Quantity and items mentioned are tentative. There may be addition/deletion in items and quantity as per site requirement for completion of the job in all respect.



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**Plot Plant of Naphtha Area is
enclosed
[Ref. Drawing-2]**



भाग- VI
SECTION – VI

स्वास्थ्य सुरक्षा पर्यावरण [एचएसई] विनिर्देश

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



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SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



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- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL.

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

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

Specification for AHU Shading Arrangement		
SI No	Description	Technical Specification
1	Type of Shading	Color Coated Corrugated Galvanized Sheet with minimum thickness 0.5mm
2	Supporting Arrangement	50mm X 50mm X 3mm MS angle along with nut bolt arrangement.
3	Dimension	As per AHU size



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भाग – VII
SECTION – VIII

दरअनुसूची (एसओआर)

SCHEDULE OF RATES (SOR)

(To be uploaded in Folder –I (Techno-commercial part)

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



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PRICE SCHEDULE / SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]

E-TENDER NO: BCPL/C&P/LE25W061DD/03460

NAME OF WORK: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE TANKS AT BCPL, LEPETKATA.

Sl. No.	Activity Line No.	Description of the item	U.Q.C/UOM	Qty	Unit Rate (excl. GST) (Rs.)	Amount (excl. GST) (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	10	RIM SEAL SYSTEM FOR NAPHTHA STORAGE TANK <u>Long Text:</u> DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF AUTOMATIC RIM SEAL FIRE DETECTION AND SUPPRESSION SYSTEM OF 03 NOS. EFRT NAPHTHA STORAGE TANKS AS PER TECHNICAL SPECIFICATION, SCC & SCOPE OF WORK ENCLOSED IN THE TENDER DOCUMENT.	LMP	1		
A		Total Amount excluding GST		(Rs.)		
B		Applicable GST on A	____%	(Rs.)		
C		Total Amount including GST (C=A+B)		(Rs.)		
		Total amount for the entire work (C)				
		Signature of Authorized Representative:				
		Name of authorized person submitting the tender on behalf of the Bidder(s):				
		Designation of authorized person:				



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Sl. No.	Activity Line No.	Description of the item	U.Q.C/UOM	Qty	Unit Rate (excl. GST) (Rs.)	Amount (excl. GST) (Rs.)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Name of Firm / Contractor/Owner:					
	Address of Firm / Contractor/Owner:					
	Date:					
NOTE:						
1	Bidders are requested to provide state quote/not quoted in the above table.					
2	SAP generated SOR shall be considered at the time of award.					



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FOLDER-II
(FINANCE/ PRICE BID)

**(Worksheet to be uploaded at e-Portal in Folder –II (FINANCE/
PRICE BID)**



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CUT-OUT SLIPS

**ENVELOPE – (I): " BID SECURITY / EMD /STRAT-UP
CERTIFICATE (AS APPLICABLE), LINE OF CREDIT (IF
APPLICABLE) AND ANY OTHER TENDER DOCUMENTS"**

DO NOT OPEN

**SUB: DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND
COMMISSIONING OF AUTOMATIC RIM SEAL PROTECTION
SYSTEM FOR EXTERNAL FLOATING ROOF NAPHTHA STORAGE
TANKS AT BCPL, LEPETKATA.**

E-TENDER NO.: BCPL/C&P/LE25W061DD/03460

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL

: **22.09.2025 at 14:30 HRS**

TO

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

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD / STRAT-UP CERTIFICATE (AS APPLICABLE),
LINE OF CREDIT (IF APPLICABLE) AND ANY OTHER TENDER
DOCUMENTS**