



# Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)  
ADMINISTRATIVE BUILDING, PO: LEPETKATA  
DISTT.: DIBRUGARH, ASSAM  
PIN CODE: 786006  
PHONE NO. 0373 2914636

**TENDER NO: BCPL/C&P/LE16W245OR/00327**

## TENDER DOCUMENT

### FOR

**HIRING OF SERVICES FOR INSPECTION, TESTING,  
CALIBRATION & CERTIFICATION OF 02 NOS HYDROGEN  
BULLETS AT BCPL PLANT, LEPETKATA**

|                               |   |                         |
|-------------------------------|---|-------------------------|
| Tender Submission Date & Time | : | 12.05.2017 at 14:30 Hrs |
| Tender Opening Date & Time    | : | 12.05.2017 at 15:00 Hrs |
| Tender Fee                    | : | Not Applicable          |
| EMD Amount                    | : | Rs.20,600/-             |



## IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

[A Government of India Enterprise]

**NOTICE INVITING TENDER  
(LIMITED DOMESTIC COMPETITIVE BIDDING)**

**BCPL INVITES BIDS FOR**

- 1) HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA. (TENDER NO: BCPL/C&P/LE16W245OR/00327)**

**AS DETAILED BELOW**

**TENDER NO.: BCPL/C&P/LE16W245OR/00327**

Cost of Tender Document: **Not Applicable**  
Sale Period of Bid Document: **From 25.04.2017 to 12.05.2017.**  
Pre-Bid Meeting: **01.05.2017, 15.00 hrs**  
Bid due date for submission: **On 12.05.2017 up-to 14.30 hrs.**

For details, visit BCPL ([www.bcplonline.co.in](http://www.bcplonline.co.in)) or GAIL ([www.gailtenders.in](http://www.gailtenders.in)) website & CPP Portal. Any revision, clarification, addendum, corrigendum, time/due date extension etc.(if any), to this tender would appear on above websites only & will not publish on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.

**Corporate Identification No.: U11101AS2007GOI008290**



**TENDER NO: BCPL/C&P/LE16W245OR/00327 FOR “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**FAQ**  
**[QUESTIONS AND ANSWERS]**

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



|    |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                           |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender? | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                   |
| 11 | Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?                                         | Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement. |
| 12 | Whether BEC can be relaxed for any bidder after opening of Bids?                                                                                                                | No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.                                                                                                                                          |
| 13 | Whether BEC can be modified after opening of Bids?                                                                                                                              | Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.                                                                                                                                                                                                    |
| 14 | In which case mobilization advance is given and incorporated in payment term of tender document?                                                                                | Mobilization advance invariably not allowed in any tender.<br><br>Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.         |

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## SECTION - I

# INVITATION FOR BIDS [IFB]



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

To,

**Dt. 25.04.2017**

**PROSPECTIVE BIDDERS**

**SUB: SERVICE CONTRACT FOR “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

**Dear Sir/Madam,**

- 1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

|      |                                              |   |                                                                                                                                                                                                                                                                                                                                                                    |
|------|----------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I    | PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD | : | Period of Contract for this work will be 1 year, reckoned from the date as mentioned in the letter of award. Extendable further period of 6-months.                                                                                                                                                                                                                |
| II   | TENDER FEE                                   | : | Not Applicable                                                                                                                                                                                                                                                                                                                                                     |
| III  | EARNEST MONEY DEPOSIT (EMD)                  | : | Rs.20,600/-                                                                                                                                                                                                                                                                                                                                                        |
| IV   | BID DUE DATE & TIME                          | : | 12.05.2017 upto 1430 Hrs                                                                                                                                                                                                                                                                                                                                           |
| V    | OPENING OF UNPRICED BID                      | : | 12.05.2017 at 1500 Hrs.                                                                                                                                                                                                                                                                                                                                            |
| VI   | VALIDITY OF OFFER UPTO                       | : | 11.08.2017                                                                                                                                                                                                                                                                                                                                                         |
| VII  | VENUE FOR OPENING OF UNPRICED BIDS           | : | Brahmaputra 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.                                                                                                                                                             |
| VIII | MODE OF TENDERING                            | : | Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/ BCPL's Website: <a href="https://www.gailtenders.in;">https://www.gailtenders.in;</a> <a href="http://www.bcplonline.co.in;">http://www.bcplonline.co.in;</a> Govt. Website: <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> |
| IX   | DATE AND TIME OF PRE- BID CONFERENCE VENUE   | : | 01.05.2017 at 15.00 hrs.<br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.                                                                                                                                                                    |



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

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

A Pre-Bid conference (PBC) is scheduled on **01.05.2017 at 15.00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Sr. Manager (C&P) / Dy. Manager (C&P), Phone No. 0265 2914636; Email ID: [olivia.rajkumari@bcplindia.co.in](mailto:olivia.rajkumari@bcplindia.co.in)

This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer limited

[Olivia Rajkumari]  
Dy. Manager [C&P]  
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E-mail: [olivia.rajkumari@bcplindia.co.in](mailto:olivia.rajkumari@bcplindia.co.in)



# **SECTION-II**

## **BID EVALUATION CRITERIA [BEC]**

### **AND**

## **PRICE BID EVALUATION METHODOLOGY**



## SECTION-II

# 1. BID EVALUATION CRITERIA [BEC]

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

A.1.1 Bidder must have executed and completed at least one (01) single order/contract for Inspection, Testing, Calibration & Certification of 'Above Ground Bullet'/'Horton Spheres' as per SMPV(U) Rules, 1981 in any plant/industry of value not less than **Rs.5.15 Lacs** in previous seven (07) years prior to the due date of bid submission.

A.1.2 For similar service contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC above at Sl. No. A.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

Note:

- i) The bidder must have valid certificate in his name as Competent Person issued by Chief Controller of Explosive, Nagpur, as per the rule 19 of static & Mobile pressure, vessels (unfired) rules 1981 for carrying out Statutory Testing of 'Above Ground bullets'/'Horton Spheres'. The bidders are required to submit a copy of valid certificate for competent person issued by CCOE, Nagpur under Rule 19 of SMPV (U) 1981 and the same duly attested by Notary Public.

A.2 ***BEC- Financial: (as a single bidder) not applicable as per Cl. No. 2.4.5.1 of C&P e-procedure***

A.3 ***Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. A.1:***

| Sr. No. | BEC Clause no. | Description                                                                                                                                                                                                           | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria) |
|---------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
|         | A.1            | <b><i>Technical Experience Criteria – Document</i></b><br><b><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></b> |                                                                                         |



| Sr. No. | BEC Clause no. | Description                                                         | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------|----------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | A.1.1          | Experience against execution of order /contract                     | <p>a) Bidder must submit the Copy of Work Order/LOA for the work which has been executed and completed towards “Inspection, Testing, Calibration &amp; Certification of ‘Above Ground Bullet’/ ‘Horton Spheres’ as per SMPV(U) Rules, 1981 in any plant/industry” along with the details of SOR items &amp; scope of work.</p> <p>b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point “a)” above. The <u>Completion Certificate</u> must contain the detailed information like LOA/Order 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 etc. The <u>Completion certificate</u> should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).</p>                                                                                                                                                                  |
| 2       | A.1.2          | Experience against execution of running Rate / Maintenance Contract | <p>a) Bidder must submit the Copy of detailed Work Order/LOA for executing the Contract which is still running for “Inspection, Testing, Calibration &amp; Certification of ‘Above Ground Bullet’/ ‘Horton Spheres’ as per SMPV(U) Rules, 1981 in any plant/industry” along with the details of SOR items &amp; scope of work.</p> <p>b) Execution Certificate against the Copy of detailed Work Order/LOA for executing the Contract as mentioned at point “a)” above clearly mentioning the executed <b>VALUE</b> till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. A.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate</u> should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).</p> |



**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 /Chartered Accountant 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) However, Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- (iii) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

**B. Methodology for Evaluation of Bids:**

**B.1** Evaluation shall be done on over all L1 basis excluding Service Tax.

**B.2 CPBG: The following CPBG clause shall be incorporated in tender document,**

The contract performance security shall be 7.5% of Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

**B.3 PPP Policy 2012**

Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document.



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NOTE TO "BID EVALUATION CRITERIA [BEC]"  
**[FOR STRICT COMPLIANCE]**

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

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## SECTION-III

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



## SECTION-III INSTRUCTION TO BIDDERS

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**[H] FORMS & FORMATS**



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

**[A] – GENERAL**

**1. SCOPE OF BID**

- 1.1. The Employer/ Owner/ BCPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/BCPL.
- 1.2. SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.
- 1.3. The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4. Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2. ELIGIBLE BIDDERS**

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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



- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.5. Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
  - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.6. 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.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**
- 2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]- **NOT APPLICABLE FOR THIS TENDER**
4. **ONE BID PER BIDDER**
- 4.1. A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. 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. Alternative Bids shall not be considered.
5. **COST OF BIDDING & TENDER FEE**
- 5.1. **COST OF BIDDING**
- The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 5.2. **TENDER FEE- Not Applicable**
- 5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender



Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

- 5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.
- 5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

## **6. SITE VISIT**

- 6.1. The Bidder is advised to visit and examine the site of works 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 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 noncompliance 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] – BIDDING DOCUMENTS**

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

- 7.1. The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
  - Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
  - Section-III : Instructions to Bidders [ITB] Annexure Forms & Format
  - Section-IV : General Conditions of Contract [GCC]
  - Section-V : Special Conditions of Contract [SCC]



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- Section-VI : Scope of Work[SOW]
  - Section-VII : Health, Safety and Environment [HSE] Specifications
  - Section-VIII : Schedule of Rates

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

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

## **8. CLARIFICATION OF BIDDING DOCUMENTS**

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

## **9. AMENDMENT OF BIDDING DOCUMENTS**

- 9.1. At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2. Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.
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## **[C] – PREPARATION OF BIDS**

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

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

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

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

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

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

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- 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.
  - vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and exclusive of service tax.
- 12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4. All duties, taxes [except Service Tax and Swachh Bharat cess (non cenvatable)] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of service tax shall be indicated in Agreed Terms & Conditions (Format-F10).
- 12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but



before the Contract Completion Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.

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

### **13. SERVICE TAX**

- 13.1. Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.

- 13.2. Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount, if any.

Payments to Service Provider for claiming Service Tax 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 Service Tax collected from Owner.

- 13.3. In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

- 13.4. In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The Bidder shall submit Service Tax Registration Certificate along with their Bid. The following may also be noted:-

- a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.
- b) The base date for the purpose of applying statutory variation shall be the bid closing date.



### 13.5. **SERVICE TAX IN CASE OF WORKS CONTRACT**

- 13.5.1. While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, **i.e. either on actual service portion or deemed service portion.**
- 13.5.2. Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3. Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents
- 13.5.4. **Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.**
- 13.5.5. **This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.**
- 13.6. Where the BCPL is entitled to avail the cenvat credit of service tax:-
- 13.6.1. Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2. The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7. Where the BCPL is not entitled to avail/take the cenvat credit of service tax:
- 13.7.1. Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 13.7.2. The bids will be evaluated based on total price including applicable service tax.



13.8. In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However in SOR, entire applicable rate/amount of service tax to be indicated by bidder.

13.9. Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect to service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax together with all penalties and interest if any, against any amounts paid or payable by BCPL to Contractor.

13.10. Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor.

**13.11. Tax Deducted at Source [TDS]**

- i) BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
- ii) BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

**13.12. Income Tax**

'Income Tax' deductions shall be made from all payments to the bidder as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, bidder shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

**14. BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15. BID VALIDITY**

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

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



**16. EARNEST MONEY/BID SECURITY: Rs.20,600/-**

- 16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",



- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

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

16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

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

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

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

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

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

**18. FORMAT AND SIGNING OF BID**

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

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

**19. ZERO DEVIATION AND REJECTION CRITERIA**

19.1. ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or



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

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

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

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

## 20. **E-PAYMENT**

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

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## **[D] – SUBMISSION OF BIDS**

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

- 21.1. In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.2. All the bids shall be addressed to the owner at address specified in IFB.



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

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

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

## 23. **LATE BIDS**

- 23.1. Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2. In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid.
- 23.3. Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

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

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

### 24.1.1. **FOR MANUAL BIDDING**

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

- 24.2. The modification shall also be prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3. **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4. The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.



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

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

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

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**[E] – BID OPENING AND EVALUATION**

26. **BID OPENING**

26.1. ***Unpriced Bid Opening:***

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

26.2. ***Priced Bid Opening:***

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

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

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



## **27. CONFIDENTIALITY**

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

## **28. CONTACTING THE EMPLOYER**

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

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

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

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

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

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

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

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

- (a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.



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- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

### **30. CORRECTION OF ERRORS**

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

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

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

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

### **32. EVALUATION AND COMPARISON OF BIDS**

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

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

### **34. PURCHASE PREFERENCE**

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

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## **[F] – AWARD OF CONTRACT**

### **35. AWARD**

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

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

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

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

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

### **37. SIGNING OF AGREEMENT**

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

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

### **38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

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

38.2. **The contract performance security shall be for an amount equal to 7.5% of Basic Contract Value (without taxes & duties therein) specified in Bidding Data Sheet**



(BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

- 38.3. Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 39.1. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2. The Fraud Prevention Policy document is available on GAIL's/BCPL's website ([www.gailonline.com](http://www.gailonline.com) / [www.bcplonline.com](http://www.bcplonline.com))
- 39.3. **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by



Brahmaputra Cracker and Polymer Ltd, such decision of Brahmaputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

#### **40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.



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

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

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

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

#### **41. AHR ITEMS**

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

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

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

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

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

#### **42. VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith.

#### **43. INCOME TAX & CORPORATE TAX**

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

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.



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

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

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

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

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

- 45.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: [www.gailonline.com/](http://www.gailonline.com/) [www.bcplonline.com](http://www.bcplonline.com/) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.



- 45.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

#### 46. BILLING SYSTEM

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

(a) Top left corner of the envelope

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

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

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

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

(b) Address:

To,

| In case of LOA/Contract                                                                                                                                                                                                                         | In case of PO                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOD/EIC (Indenting/User Department)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636. | <b>HOD (C&amp;P)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636. |



#### **47. TRANSPARENCY**

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

#### **48. SALE OF BID DOCUMENTS**

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

#### **49. SUBLETTING & ASSIGNMENT**

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

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

#### **50. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR**

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

#### **51. CHECK MEASUREMENT**

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

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



- 51.2. Where PMC is EIC (e.g Project Construction):
- PMC will check 100% measurements of executed work.
  - BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
  - An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 51.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- Third Party Inspector will check 100% measurements of executed work.
  - BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
  - EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
  - An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
- 51.4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
- 51.5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
- 51.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
- 51.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
53. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
- .....



## Annexure-I

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

#### **A. Definitions:**

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- 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”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
  - b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- 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 Earnest Money Deposit (EMD) shall be forfeited.

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

**B.2 Irregularities noticed after award of contract**

**(i) During execution of contract:**

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

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

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

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

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

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

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



## **B.2.2 Period of Banning**

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

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

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

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

### **D. Procedure for Suspension of Bidder**

#### **D.1 Initiation of Suspension**

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

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

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

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.



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

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

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

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

**D.3 Effect of Suspension of business:**

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

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

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

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

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

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

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

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

**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. Such an appeal shall be preferred within one month from the 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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**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/  
SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

**1.0 OBJECTIVE**

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

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

**2.0 METHODOLOGY**

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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



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

#### 3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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

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



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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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



attributable to Vendor/Supplier/Contractor/Consultant or  
Repeated Offence: **Three Years**

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

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

(B) Where Performance rating is "FAIR"

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

#### 4.0 **EXCLUSIONS:**

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

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

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

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

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

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

#### 6.0 **EFFECT OF HOLIDAY**

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



- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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

**9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

**10.0 ERRANT BIDDER**

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

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

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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



### Instructions for allocation of marks

1. Marks are to be allocated as under:

**1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

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

**1.1 QUALITY PERFORMANCE 40 Marks**

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

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



### 1.3 RELIABILITY PERFORMANCE

20 Marks

|           |                                                                                                                                         |         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>A.</b> | <b>FOR WORKS/CONTRACTS</b>                                                                                                              |         |
| i)        | Submission of order acceptance, agreement, PBG, Drawings and other documents within time                                                | 4 marks |
| ii)       | Mobilization of resources as per Contract and in time                                                                                   | 4 marks |
| iii)      | Liquidation of Check-list points                                                                                                        | 4 marks |
| iv)       | Compliance to statutory and HS&E requirements<br><br>or<br><br>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>B.</b> | <b>FOR SUPPLIES</b>                                                                                                                     |         |
| i)        | Submission of order acceptance, PBG, Drawings and other documents within time                                                           | 5 marks |
| ii)       | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).         | 5 marks |
| iii)      | Response to various correspondence and conformance to standards like ISO                                                                | 5 marks |
| iv)       | Submission of all required documents including Test Certificates at the time of supply                                                  | 5 marks |



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PERFORMANCE RATING DATA SHEET  
(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/ Completion Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------------------|---------------------|--------------------------|-------|
| Maximum Marks         | 40                               | 40                  | 20                       | 100   |
| Marks Allocated       |                                  |                     |                          |       |

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of

Authorised Signatory:

Name:

Designation:



### Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

#### 1.1 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases 10 marks

ii) When quality failure endanger system integration and safety of the system  
Failure of severe nature 0 marks  
- Moderate nature 5 marks  
- low severe nature 10-25 marks

iii) Number of deviations  
1. No deviation 5 marks  
2. No. of deviations  $\leq 2$  2 marks  
3. No. of deviations  $> 2$  0 marks



### 1.3 RELIABILITY PERFORMANCE

20 Marks

|           |                                                                                                                                         |         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>A.</b> | <b>FOR WORKS/CONTRACTS</b>                                                                                                              |         |
| i)        | Submission of order acceptance, agreement, PBG, Drawings and other documents within time                                                | 4 marks |
| ii)       | Mobilization of resources as per Contract and in time                                                                                   | 4 marks |
| iii)      | Liquidation of Check-list points                                                                                                        | 4 marks |
| iv)       | Compliance to statutory and HS&E requirements<br><br>or<br><br>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>B.</b> | <b>FOR SUPPLIES</b>                                                                                                                     |         |
| i)        | Submission of order acceptance, PBG, Drawings and other documents within time                                                           | 5 marks |
| ii)       | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).         | 5 marks |
| iii)      | Response to various correspondence and conformance to standards like ISO                                                                | 5 marks |
| iv)       | Submission of all required documents including Test Certificates at the time of supply                                                  | 5 marks |



**ANNEXURE-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 :<br><b>TENDER NO.: BCPL/C&amp;P/LE16W245OR/00327</b>                                                                                                                                                                                                                                                                                                                            |            |                                        |                |                              |
| 1.1                 | The Employer/Owner is: <b>M/s Brahmaputra Cracker &amp; Polymer Limited</b>                                                                                                                                                                                                                                                                                                                                            |            |                                        |                |                              |
| 2.1                 | Name of the Contract: <b>HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION &amp; CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.</b>                                                                                                                                                                                                                                                         |            |                                        |                |                              |
| 3                   | BIDS FROM CONSORTIUM/ JOINT VENTURE<br><table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/> YES</td></tr></table>                                                                                                                                                                                                      | APPLICABLE | <input checked="" type="checkbox"/> NO | NOT APPLICABLE | <input type="checkbox"/> YES |
| APPLICABLE          | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                 |            |                                        |                |                              |
| NOT APPLICABLE      | <input type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                                           |            |                                        |                |                              |
| 5.2.1               | Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> payable at _____                                                                                                                                                                                                                                                                  |            |                                        |                |                              |
| B. BIDDING DOCUMENT |                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                                        |                |                              |
| ITB clause          | Description                                                                                                                                                                                                                                                                                                                                                                                                            |            |                                        |                |                              |
| 8.1                 | For <b><u>clarification purposes</u></b> only, the communication address is:<br>Attention:<br>Ms. Olivia Rajkumari, Dy. Manager (C&P) /<br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: olivia.rajkumari@bcplindia.co.in; |            |                                        |                |                              |



### C. PREPARATION OF BIDS

| ITB clause | Description                                                                                                                                                                                |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.1.1 (u) | The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):<br><u>NIL</u><br><br>                                                    |
| 12         | Additional Provision for Schedule of Rate/ Bid Price are as under:<br><br>                                                                                                                 |
| 14         | The currency of the Bid shall be INR                                                                                                                                                       |
| 15         | The bid validity period shall be three months from final 'Bid Due Date'.                                                                                                                   |
| 16         | In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> , payable at _____ |

### D. SUBMISSION AND OPENING OF BIDS

| ITB clause | Description                                                                                                                                                                                                                                                                                                                                                                                           |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18         | In addition to the original of the Bid, the number of copies required is one.                                                                                                                                                                                                                                                                                                                         |
| 22         | The Tender No. of this bidding process is: <b>BCPL/C&amp;P/LE16W245OR/00327</b>                                                                                                                                                                                                                                                                                                                       |
| 22.3       | For <u>submission of EMD</u> only, the Owner's address is :<br>Attention:<br>Ms. Olivia Rajkumari, Dy. Manager (C&P) /<br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: olivia.rajkumari@bcplindia.co.in; |



|                                              |                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                         |                |                                         |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------|----------------|-----------------------------------------|
| 26                                           | <p><b>The bid opening shall take place at:</b></p> <p>Street Address:</p> <p><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&amp;P Department, Administrative Building, PO: Lepetkata, Distt.DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: olivia.rajkumari@bcplindia.co.in;</p> <p><b>Date: 12.05.2017</b></p> <p><b>Time: 15:00 Hrs.</b></p> |            |                                         |                |                                         |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                         |                |                                         |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                        |            |                                         |                |                                         |
| 32                                           | Evaluation Methodology is mentioned in Annexure-II.                                                                                                                                                                                                                                                                                                                                                       |            |                                         |                |                                         |
| 33                                           | Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr></table>                                                                                                                                                                                     | APPLICABLE | <input checked="" type="checkbox"/> NO  | NOT APPLICABLE | <input checked="" type="checkbox"/> YES |
| APPLICABLE                                   | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                    |            |                                         |                |                                         |
| NOT APPLICABLE                               | <input checked="" type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                   |            |                                         |                |                                         |
| <b>F. AWARD OF CONTRACT</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                           |            |                                         |                |                                         |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                        |            |                                         |                |                                         |
| 37                                           | State of which stamp paper is required for Contract Agreement:<br><b>State: Assam</b>                                                                                                                                                                                                                                                                                                                     |            |                                         |                |                                         |
| 38                                           | Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr></table> <p><b>Applicable: As specified in Section –II of tender document.</b></p>                                                                                           | APPLICABLE | <input checked="" type="checkbox"/> YES | NOT APPLICABLE | <input checked="" type="checkbox"/> NO  |
| APPLICABLE                                   | <input checked="" type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                   |            |                                         |                |                                         |
| NOT APPLICABLE                               | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                    |            |                                         |                |                                         |
| 40                                           | Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr></table>                                                                                                                                                                                | APPLICABLE | <input checked="" type="checkbox"/> YES | NOT APPLICABLE | <input checked="" type="checkbox"/> NO  |
| APPLICABLE                                   | <input checked="" type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                   |            |                                         |                |                                         |
| NOT APPLICABLE                               | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                    |            |                                         |                |                                         |



|                           |                                                                                                                                               |            |                          |                |                          |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|----------------|--------------------------|
|                           | Whether tendered item is non-split able or not-divisible :                                                                                    |            |                          |                |                          |
|                           | <table><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>                    | YES        | <input type="checkbox"/> | NO             | <input type="checkbox"/> |
| YES                       | <input type="checkbox"/>                                                                                                                      |            |                          |                |                          |
| NO                        | <input type="checkbox"/>                                                                                                                      |            |                          |                |                          |
| 41                        | Provision of AHR Item :                                                                                                                       |            |                          |                |                          |
|                           | <table><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                | <input type="checkbox"/>                                                                                                                      |            |                          |                |                          |
| NOT APPLICABLE            | <input type="checkbox"/>                                                                                                                      |            |                          |                |                          |
| Clause no.<br>27.3 of GCC | Bonus for Early Completion:                                                                                                                   |            |                          |                |                          |
|                           | <table><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                | <input type="checkbox"/>                                                                                                                      |            |                          |                |                          |
| NOT APPLICABLE            | <input type="checkbox"/>                                                                                                                      |            |                          |                |                          |

=====



# **FORMS & FORMAT**



## **LIST OF FORMS & FORMAT**

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



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

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

|    |                                                                                                                                                                                                         |                                                                                                                                        |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name<br>(With Contact Person Name & Details)                                                                                                                                                     |                                                                                                                                        |
| 2  | Status of Firm                                                                                                                                                                                          | Proprietorship      Firm/Partnership      firm/<br>Limited/Others<br>If Others Specify: _____<br>[Enclose certificate of Registration] |
| 3  | Name of Proprietor/Partners/Directors<br>of the firm/company                                                                                                                                            |                                                                                                                                        |
| 4  | Number of Years in Operation                                                                                                                                                                            |                                                                                                                                        |
| 5  | Address of Registered Office:<br>*In case of Partnership firm, enclose<br>letter mentioning current address of the<br>firm and the full names and current<br>addresses of all the partners of the firm. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                               |
| 6  | Operation Address<br>(if different from above)                                                                                                                                                          | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                               |
| 8  | Telephone Number<br>[Mobile & Landline]                                                                                                                                                                 | _____<br>(Country Code)      (Area Code)      (Telephone No.)                                                                          |
| 9  | E-mail address                                                                                                                                                                                          |                                                                                                                                        |
| 10 | Website                                                                                                                                                                                                 |                                                                                                                                        |
| 11 | Fax Number:                                                                                                                                                                                             | _____<br>(Country Code)      (Area Code)      (Telephone No.)                                                                          |



|    |                                                                              |                                                                                                                                                                                                      |
|----|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | ISO Certification, if any                                                    | {If yes, please furnish details}                                                                                                                                                                     |
| 13 | Bid Currency                                                                 |                                                                                                                                                                                                      |
| 14 | Banker's Name                                                                |                                                                                                                                                                                                      |
| 15 | Branch                                                                       |                                                                                                                                                                                                      |
| 17 | Bank account number                                                          |                                                                                                                                                                                                      |
| 18 | PAN No.                                                                      | [Enclose copy of PAN Card]                                                                                                                                                                           |
| 19 | Service Tax No.                                                              | [Enclose copy of Service tax Registration Certificate]                                                                                                                                               |
| 20 | EPF Registration No.                                                         | [Enclose copy of EPF Registration Certificate]                                                                                                                                                       |
| 21 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No<br>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.) |
| 22 | Whether Micro/Small Enterprise                                               | (Bidder to submit documents as specified in ITB)                                                                                                                                                     |
| 23 | Type of Entity                                                               | Corporate/ Non-Corporate (As per Service tax Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                           |

Place:  
Date:

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



**F-2**  
**BID FORM**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA."**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

Dear Sir,

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

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

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

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

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

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

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

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

[Signature of Witness]

Name of Witness:

Address:



F-3  
**LIST OF ENCLOSURES**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

**Dear Sir,**

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
4. EMD / Bid Bond
5. Power of Attorney
6. Duly certified document from chartered engineer and or chartered accountant.

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



F-4

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT  
(To be stamped in accordance with the Stamp Act)**

Ref.:-----

Bank Guarantee No.:-----

Date-----

**To**

BRAHMAPUTRA CRACKER & POLYMER LTD.  
“ADMINISTRATIVE BUILDING” LEPETKATA,  
NH-37, P.O. LEPETKATA, DIBRUGARH,  
ASSAM, PIN – 786 006

**SUB: “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head Office at----- (hereinafter called the Tenderer) wish to participate in the said tender for-----

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

We, the -----Bank at-----having our Head Office - ----- (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Brahmputra Cracker & Polymer Limited., the amount -----without any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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 M/s----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----day of -----201 ---- at -----

WITNESS:

(SIGNATURE)  
(NAME):

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS):

Attorney as per  
Power of Attorney No.\_\_\_\_\_  
Date: \_\_\_\_\_



**INSTRUCTIONS FOR FURNISHING "BID SECURITY / 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. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
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 Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs.1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

.....



**F-5**  
**LETTER OF AUTHORITY**

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA."**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

**Dear Sir,**

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



**F-6**

**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA."**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

**Dear Sir,**

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

Place:  
Date:

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



**F-7**

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

**Dear Sir,**

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-8**

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA."**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

**Dear Sir,**

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**F-9**

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

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE 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 M/s Brahma Putra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt: DIBRUGARH, Assam. (herein after called the "BCPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Brahma Putra 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 \_\_\_\_\_ 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 BCPL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said \_\_\_\_\_ M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said \_\_\_\_\_



- M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period \_\_\_\_\_ on \_\_\_\_\_ receiving \_\_\_\_\_ instruction \_\_\_\_\_ from \_\_\_\_\_ M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
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 Guwahati.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without



caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....



**F-10**

**AGREED TERMS & CONDITIONS**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

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

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S CONFIRMATION                                           |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1   | Bidder's name and address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                 |
| 2.  | Please confirm the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                 |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                 |
| 4   | Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ST: .....%<br>EDU. CESS:.....%<br>SWATCH BHARAT CESS:<br>.....% |
| 5.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                                                                                                                                                                                                |                                                                 |
| 6.  | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                 |
| 7.  | Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                                                                 |



| Sl. | DESCRIPTION                                                                                                                                                                                             | BIDDER'S CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 8.  | Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.                                                       |                       |
| 9.  | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.                                                                                              |                       |
| 10. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                         |                       |
| 11. | Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.                                                                                             |                       |
| 12. | Please furnish EMD/Bid Security details :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity                                                                                                 |                       |
| 13. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).                                                                                                              |                       |
| 13. | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.                                                                                               | Not Applicable        |
| 14. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                       |
| 15. | Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.                              |                       |
| 17. | All correspondence must be in ENGLISH language only.                                                                                                                                                    |                       |
| 18. | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     |                       |
| 19. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                       |

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



**F-11**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

Dear Sir,

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

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

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

- We are unable to bid for the reason given below:  
Reasons for non-submission of bid:

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



**F-12**  
**UNDERTAKING ON LETTERHEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.”**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**F-13**  
**BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA."**

**Tender No.: BCPL/C&P/LE16W245OR/00327**

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**F-14**  
**CHECK LIST**

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

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

| S. No. | DESCRIPTION                                                                                                                                                                                              | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)                                                                          |           |                                         |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                                                                  |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                                                    |           |                                         |
| ii     | Bid Security/ EMD                                                                                                                                                                                        |           |                                         |
| iii    | Signed and stamped original copy of bidding document along with drawings and addendum (if any)                                                                                                           |           |                                         |
| iv     | Power of Attorney in the name of person signing the bid.                                                                                                                                                 |           |                                         |
| v      | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company                                                                          |           |                                         |
| vi     | Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.                                                                                 |           |                                         |
| vii    | Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)                                     |           |                                         |
| viii   | Confirm submission of document alongwith techno-commercial bid as per bid requirement.                                                                                                                   |           |                                         |
| 3.0    | Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)                                                                                             |           |                                         |
| 4.0    | Confirm that the price part as per Price Schedule format submitted with Bidding Document.                                                                                                                |           |                                         |
| 5.0    | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). – Not applicable |           |                                         |



## DOCUMENTS & CERTIFICATION CHECKLIST

| S NO  | DESCRIPTION                                                                              | CHECK LIST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | YES/NA | NO |
|-------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| 1.a   | EMD Value                                                                                | Rs 20,600/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |    |
| A     | DD                                                                                       | DD No. _____ dated For Rs. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | YES/NA | NO |
| B     | BG                                                                                       | BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES/NA | NO |
| C     | NSIC/DIC CERTIFICATE, EM PART-II/UDYOG ADHAR                                             | <b>Duly certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company/firm) <b>AND Notary Public</b> with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | YES/NA | NO |
| 2.    | TENDER FEE if applicable                                                                 | DD of requisite amount SUBMITTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | YES    | NO |
| 3.    | BID VALIDITY UPTO THREE MONTHS                                                           | ACCEPTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES    | NO |
| 4 (i) | Experience against Completion/ Execution of order/ contract (As Stipulated in BEC A.1.1) | <p>a) Bidder must submit the Copy of Work Order/LOA for the work which has been executed and completed towards <b>“Inspection, Testing, Calibration &amp; Certification of ‘Above Ground Bullet’/ ‘Horton Spheres’</b> as per SMPV(U) Rules, 1981 in any plant/industry” along with the details of SOR items &amp; scope of work.</p> <p>b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point “a)” above. The <u>Completion Certificate</u> must contain the detailed information like LOA/Order 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 etc. The <u>Completion certificate</u> should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).</p> | YES    | NO |



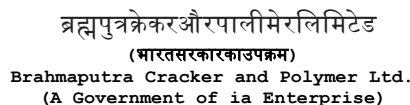
| S NO   | DESCRIPTION                                                                              | CHECK LIST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES/NA | NO |
|--------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| 4 (ii) | Experience against Completion/ Execution of order/ contract (As Stipulated in BEC A.1.2) | <p>a) Bidder must submit the Copy of detailed Work Order/LOA for executing the Contract which is still running for “<b>Inspection, Testing, Calibration &amp; Certification of ‘Above Ground Bullet’/ ‘Horton Spheres’</b>” as per SMPV(U) Rules, 1981 in any plant/industry” along with the details of SOR items &amp; scope of work.</p> <p>b) Execution Certificate against the Copy of detailed Work Order/LOA for executing the Contract as mentioned at point “a)” above clearly mentioning the executed <b>VALUE</b> till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. A.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate</u> should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).</p> | YES    | NO |
| A      | ORDER COPY                                                                               | Duly CERTIFIED by <b>CHARTERED ENGINEER</b> with LEGIBLE stamp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | YES    | NO |
|        |                                                                                          | Duly NOTARISED by <b>Notary Public</b> with legible stamp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES    | NO |
|        |                                                                                          | Has been issued by the End User / Owner / Authorized Consultant of Owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES    | NO |
| B      | COMPLETION/EXECUTION CERTIFICATE                                                         | Duly CERTIFIED by <b>CHARTERED ENGINEER</b> with LEGIBLE stamp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | YES    | NO |
|        |                                                                                          | Duly NOTARISED by <b>Notary Public</b> with legible stamp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES    | NO |
|        |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |        |    |
| 5.     | CERTIFICATE ISSUED BY CCOE, NAGPUR                                                       | The bidder must submit valid certificate in his name as Competent Person issued by Chief Controller of Explosive, Nagpur, as per the rule 19 of static & Mobile pressure, vessels (unfired) rules 1981 for carrying out Statutory Testing of ‘Above Ground bullets’/ ‘Horton Spheres’. The bidders are required to submit a copy of valid certificate for competent person issued by CCOE, Nagpur under Rule 19 of SMPV (U) 1981 and the same duly attested by Notary Public.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | YES    | NO |
| 6.     | Tender Document signed & stamped                                                         | Signed & stamped all pages ALONGWITH UNPRICED BID.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | YES    | NO |



| S NO                                                                                                                                                                                                      | DESCRIPTION                                                                                     | CHECK LIST                                                           | YES/<br>NA | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|------------|----|
| 7.                                                                                                                                                                                                        | SOR (BLANK without price) MENTIONING WORD “ <b>QUOTED/NOT QUOTED</b> ” IN EACH ITEM RATE COLUMN | Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID. | YES        | NO |
| 8.                                                                                                                                                                                                        | FORM 1 TO 18 ATTACHED TO TENDER                                                                 | FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL                | YES        | NO |
| <b>Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.</b> |                                                                                                 |                                                                      |            |    |

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

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



**[PLEASE READ, SECTION –II, CLAUSE NO. A.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]**

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

| Sl. No. | List of Order Details               | Description                                                                                                                                                                                                                                                                                  |   | Details [to be mentioned by the bidder]                                 |
|---------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------|
| A       | 1 <sup>st</sup> Order/ LOI/Contract |                                                                                                                                                                                                                                                                                              |   |                                                                         |
| A1      |                                     | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                            | : |                                                                         |
| A2      |                                     | Order No. & Date                                                                                                                                                                                                                                                                             | : |                                                                         |
| A3      |                                     | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                        | : |                                                                         |
| A4      |                                     | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                                                | : |                                                                         |
| A5      |                                     | Period of Contract/ Order                                                                                                                                                                                                                                                                    | : |                                                                         |
| A6      |                                     | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed Value (in Rs.) |   | <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> |
|         |                                     |                                                                                                                                                                                                                                                                                              |   |                                                                         |



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड  
(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

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



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| D  | 4 <sup>th</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                  | Details [to be mentioned by the bidder] |
|----|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| D1 |                                        | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                            |                                         |
| D2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                             |                                         |
| D3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                        |                                         |
| D4 |                                        | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                                                |                                         |
| D5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                    |                                         |
| D6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value (in Rs.) | <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>     |



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

**[PLEASE READ SECTION-II, CLAUSE NO. A.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]**

**NOT APPLICABLE FOR INSTANT TENDER**

**NB:**

1. **Format-16** (to be **submitted**) is required to be Certified/Attested by Chartered Accountant and to be submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted)** of FY: 2016-2017, 2015-2016 & 2014-2015 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be **duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

| 1.2   | FINANCIAL CRITERIA                                                             |   | Document Details submitted for the below Financial Year:                                                                                                                                                                                                                                                                                        | DOCUMENT WHETHER SUBMITTED               |           |
|-------|--------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------|
|       |                                                                                |   |                                                                                                                                                                                                                                                                                                                                                 | Option                                   | Tick Mark |
| 1.2.1 | Financial Documents – Turn Over as per applicability of relevant clause of BEC | : | Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: <b>2016-2017, 2015-2016 &amp; 2014-2015</b> [to be reckoned from bid due date] along with un-price bid <b>submitted</b> .<br><br>FY: 2016-2017<br><br>FY: 2015-2016<br><br>FY: 2014-2015 | Yes / No<br><br>Yes / No<br><br>Yes / No |           |



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 |  |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--|
| <p><b>1.2.2 &amp; 1.2.3</b></p> | <p>Financial Documents – <b>Net Worth &amp; Working Capital</b> as per applicability of relevant clause of BEC</p> <p>In Case Bidder's working capital is inadequate <b>as per applicability of relevant clause of BEC</b></p> <p>In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (<b>as per Format-15</b>) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be submitted.</p> | <p>: SUBMIT AUDITED Financial Statements Balance Sheet and Profit &amp; Loss Statement of <b>FY: 2016-2017</b>.</p> <p>In case, Annual Financial Statement [Balance Sheet and Profit &amp; Loss Account Statement] of <b>FY 2016 - 17</b> is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit &amp; Loss Account Statement] of immediate preceding financial year, i.e. <b>FY: 2015-2016</b> along with un-price bid.</p> <p><b>Name of Issuing Bank</b>_____</p> <p><b>Branch Code:</b>_____</p> <p><b>Location &amp; Address:</b>_____</p> <p><b>Tel No.</b>_____</p> <p><b>Email ID:</b>_____</p> | <p>Yes / No</p> <p>Yes / No</p> |  |
| <p><b>1.2.4</b></p>             | <p>Details of financial capability of bidder prescribed <b>Format-16 as per applicability of relevant clause of BEC</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>: <b>Name Of Chartered Accountant:</b>_____</p> <p><b>Membership No. of Chartered Accountant</b>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Yes / No</p>                 |  |

=====



**F-15**

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

(To be provided on Bank's letter head)

Date:

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

-----  
-----  
-----

Dear Sir,

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

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

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

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

Yours truly

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

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



**F-16**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR  
FINANCIAL CAPABILITY OF THE BIDDER – NOT APPLICABLE**

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

| Description                                                      | Year ____         |
|------------------------------------------------------------------|-------------------|
|                                                                  | Amount (Currency) |
| 1. Current Assets                                                |                   |
| 2. Current Liabilities                                           |                   |
| 3. Working Capital (Current Assets-Current liabilities)          |                   |
| 4. Net Worth (Paid up share capital and Free Reserves & Surplus) |                   |

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

**Instructions:**

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



F-17

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

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA."

Tender No.: BCPL/C&P/LE16W245OR/00327

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

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

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

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



**F-18**  
**E-Banking Mandate Form**  
(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Date

(Signature of authorized officer of bank)



## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT [GCC]



---

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

NIT/RFQ NUMBER: BCPL/C&P/LE16W245OR/00327

Dated:

Dear Sir,

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

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

**1. General Conditions of Contract.**

**([http://www.bcplonline.co.in/content/tender/GCC\\_CONTRACTS.pdf](http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf))**

Thanking you,

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

Name:

Designation:

Company Seal:



# **SECTION – V**

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



## SECTION - V

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SUB:         HIRING    OF    SERVICES    FOR    INSPECTION,    TESTING,    CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.**

#### **1.0    INTRODUCTION:**

- 1.1    The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract ,Schedule of rates, Specifications, and any other documents forming part of the contract, wherever the context so requires.
- 1.2    Contractor has to carry out Statutory Inspection, testing, Calibration, Hydro-testing and certification of 02 nos Hydrogen Bullets installed at BCPL, Lepetkata as per SMPV(U) Rules 1981.
- 1.3    Mechanical assistance will be provided by BCPL but Statutory Inspection, testing, Calibration, witness of Hydro-testing and certification is to be done by the contractor.
- 1.4    The contractor shall mobilize adequate nos. of skilled manpower with all the materials as mentioned in the scope of work within 15 days of information given by BCPL.

#### **2.0    SCOPE OF WORK:**

The Scope of Work (SOW) of the contractor is described separately in the bidding document at Section – VI. It is however, explicitly understood that the scope as described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, interalia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

#### **3.0    CONTRACT PERIOD:**

- 3.1    The time for completion of each bullet for all jobs listed in schedule of rate shall be 45 days, excluding BCPL's non-working days, from the date of handing over the each above ground bullet in vessel entry condition i.e. from the date of vessel entry permit, including water filling time for Hydro-test. This time period also includes NDT Inspection & Dry calibration job, in addition to contract job as mentioned here but excluding de-commissioning & commissioning job of above ground bullet.
- 3.2    If there is any delay attributed due to BCPL, pro rata time extension shall be granted without any financial implication to either side.
- 3.3    Above ground bullets are to be taken for erection of scaffolding & other Mechanical assistance job one after another, while BCPL will attempt to isolate and hand-over the bullets in close succession, some delay cannot be ruled out. After completion of inspection of first bullets, the next bullet may be handed over after a time gap as decided by BCPL. Contractor will be informed 07 days in advance for starting work on next bullets.
- 3.4    The duration of contract will be **12 months**. Based upon the performance of the



contractor and requirement of plant the same contract may be extended for another 06 months or part thereof on same rate, terms and conditions which shall be binding on the contractor.

#### **4.0 MOBILIZATION PERIOD**

Contractor shall mobilize manpower along with all materials as per detail scope of work for mechanical job within 15 days of intimation by BCPL.

Multiple mobilization and de-mobilization may be required for the execution of this job contract. No additional payment will be made for the multiple mobilizations.

#### **5.0 PRS /LD CLAUSE**

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to mobilize & execute within stipulated period as defined in clause 3.0 & 4.0 of SCC, then, unless such failure is due to Force Majeure as defined in Clause 26 of GCC or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule /LD clause shall be final and binding on the CONTRACTOR.

#### **6.0 PUNITIVE CLAUSE FOR DELAY/ NON PERFORMANCE AND FAILURE TO COMPLY SAFETY REQUIREMENTS**

6.1 If the contractor fails to complete the work as provided in the agreement within the period fixed/agreed in the work schedule at the start of job/ delay in providing work front to the associated party, penalty at the rate of ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price. The decision of the ENGINEER-IN-CHARGE in regard to applicability of punitive clause shall be final and binding on the CONTRACTOR.

6.2 Upon failure to comply the safety requirements, i.e PPE's including cotton dress etc ,after issuance of two times repeated warning letters by EIC/HOD(F&S), the contractor shall be liable to pay penalty Rs.10,000/- and in multiple of Rs.10,000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.

#### **7.0 TERMS OF PAYMENT:**

7.1 Contractor shall submit bill after completion of each bullet along with Electronic Challan cum Return (ECR) / Electronic Challan along with On Line Uploaded list of contract workers / members & copy of valid comprehensive Insurance.

7.2 The contractor shall submit a certificate for EPF code no. (Code number to be indicated) Contractor shall submit UID number of each worker within shortest possible time after generation in EPF website.

7.3 BCPL shall release all payments within 15 days for the bills raised by contractor



through e-banking after statutory deduction. Invoices will be address to BCPL's Engineer's-in-charge.

7.4 BCPL shall be entitles to deduct income tax at source from the payment to be made to the contractor against his bills (submitted in triplicate) in accordance with the Indian Income Tax. It shall be the liability of the contractor to bear and pay at his expenses, all taxes (except service tax) license fees, excise duties or any other dues of central, state or any other local authorities.

7.5 Final bill along with No claim certificate & No dues Certificate and Indemnity certificate shall be

Submitted within 15 days of completion of contract period.

7.6 There shall not be any additional payment for idle time on account of any reason viz., insufficient front, and delay in issue of safety work permit etc.

## **8.0 DEFECT LIABILITY PERIOD.**

NIL

## **9.0 PROVISION W.R.T. TAXES**

"Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect to excise duty or service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse excise duty or service tax charged in the invoice(s) and shall be entitled to /deduct/ setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder. "

"Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit 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 bidder.

## **10.0 SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB:**

10.1 In case it is found that the job done is of substandard quality, or if other terms and conditions of the contract are not being followed fully, then BCPL will send notice to contractor to take remedial measures within 24Hrs. and in case of neglect of the notice, suitable action shall be taken against the contractor at his / her risk & cost which may include termination of contract.

10.2 All jobs are to be carried out under "Permit system". The contractor has to obtain the necessary

"Safety work permit" before starting the jobs. The contractor has to comply all safety



requirements for the execution of the job, as per instructions of Plant Safety Officer / "EIC".

- 10.3 The Contractor has to ensure cleanliness of area and machine after completion of the work under the rule of safety and good housekeeping.
- 10.4 The "Safety work permit" has to be returned back to the "EIC" or his representatives after completion of the jobs.
- 10.5 The Contractor shall have to take adequate security measure for security of their equipment and material. In the case of theft or loss BCPL will not be held responsible.
- 10.6 The technical details of the work shall be treated as of confidential nature and the contractor should not pass them to any other organization/company/firm. Also contractor shall not publish the technical details in any periodicals/books/seminars/conferences.
- 10.7 The contractor shall employ such workers who are above 18 years of age. All personnel employed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.
- 10.8 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company's/agency's name and shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum.
- 10.9 Contractor shall maintain first aid facility for his employees.
- 10.10 The personnel deployed for carrying out the jobs shall be technically sound and up to the satisfaction of "EIC". BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by "EIC", the same shall have to be arranged by the contractor within 24 Hours or as per instruction of "EIC". In case of any dispute the decision of "EIC" shall be final and binding.
- 10.11 Transportation of equipment, employees to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard.
- 10.12 All tools and materials shall be brought by the contractor to the work site through covering note to be submitted in three copies. One copy of the covering note shall be delivered to the security staff, one copy to the EIC and the third copy shall be retained by the contractor after Verification by the security staff at the BCPL gates.
- 10.13 Normally the work shall be carried out on working days. But due to the exigencies, it may so happen that work may be required to be taken up Sunday, holiday or Second Saturday, in night, which will be treated at par with normal working days. No emergency charges/overtime shall be paid for providing services on above occasions.
- 10.14 Contractor has to provide cotton cloth uniform with specific color to his workmen along with safety shoes and helmet. The use of uniform protective clothing is a must for each workman and supervisor working on the roll of the contractor.



- 10.15 The contractor has to ensure electrical isolation before starting any job on any equipment for safety reasons.
- 10.16 Contractor shall clear applied oil grease/ developer / dye etc. used in taking measurement. This must be attended to immediately after inspections are done. No additional payment will be made for the same.
- 10.17 The workforce deployed by the contractor must have required experience and certification etc. All personnel, deployed at site by the contractor, shall be familiar with the working culture and standards, safety norms prevailing in petrochemical / chemical processing plants.
- 10.18 Safety compliance: Before starting the job, contractor must submit the total employees list and availability of PPEs at the site to F&S department. The personnel to be deputed by the contractor shall observe all security fire and safety rules of BCPL. While at the site his work will be monitored by BCPL engineers and contractors has to strictly adhere to their instructions. The contractor personnel should not be in possession of any inflammable materials like Match Box. Lighters, mobile etc. which is hazardous to plant operation.

#### **10.19 Entry Passes**

- A. The Contractor has to apply for photo entry passes for his workers & staff in a prescribed Proforma available with BCPL. The photo entry passes shall be issued by the BCPL for a maximum period of 3 months and if extension is required by the Contractor, he has to apply separately for extension. As a special case temporary passes for a maximum period of 10 days may be issued.
- B. Unutilized/Expired entry passes shall have to be returned immediately to BCPL.
- C. In case of loss of any entry pass, the Contractor has to lodge FIR with local police station and inform the Engineer-in-Charge and duplicate pass will be issued against police report. The Contractor is required to keep track of all entry passes issued and returned.
- D. C&A verification of the workers to be taken within one month & same to be submitted for issue of gate pass
- E. Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant.

#### **10.20 Gate Passes**

To bring materials/equipments/ tools tackles etc. inside the plant for construction work, the Contractor has to produce challan/proper documents to the BCPL/CISF Security personnel at gate. The materials shall be checked thoroughly by the BCPL/CISF Security personnel at Gate and recorded in their register before allowing any material to bring inside the plant by Contractor. It is

Contractor's responsibility to see that the recorded entry No., date, signature of Owner's authorized representative with stamp challans/supporting documents signed by company's personnel at gate during entry.



## **11.0 CLEARANCE OF SITE:**

- 11.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-In-Charge.
- 11.2 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

## **12.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**

- 12.1 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 12.2 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 12.3 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 12.4 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 12.5 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
- 12.6 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 12.7 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 12.8 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be



- responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 12.9 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 12.10 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner Dibrugarh, if he engages 20 or more workmen/labours.
- 12.11 For regular Contract, the contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Dibrugarh from time to time in the presence of authorized representative of the Principle Employer i.e. Engineer –In-Charge (EIC).
- 12.12 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge. Contractor has to provide Universal Identification code (UID) for each labors/workers along-with EPF statement within 03 months from date of enrollment of workers to EPF account. If fail to provide UID within specified time frame proper justification shall be provided.
- 12.13 The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 12.14 The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 12.15 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India).
- 12.16 No accommodation will be provided to the contractor/contracting firm as per



guidelines of BCPL Corporate Office, Guwahati. However for site in charge accommodation will be provided subject to availability and approval by competent authority on chargeable basis.

- 12.17 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached here to every month along with the monthly bills to the Engineer –In- Charge, if applicable. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/ maintained by the contractor himself regularly.
- 12.18 The contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time. So far as engagement of semi-skilled and skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.

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

- A. The contractor has to pay following wage components along with statutory payments/obligation as indicated in SOR to the persons engaged by him in BCPL.** However the same is subject to change in line with any modification/amendment of acts/laws/rules and statutory compliances. All components shall be as per latest acts/laws/rules and statutory compliances.

| S.N | Wage component                                                                                                                                    | Rates                                                                                                                                                                                    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A   | Minimum wage                                                                                                                                      | Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).                                                                             |
| B   | PF Contribution including EDLI & Administrative Charges                                                                                           | 13.36% of wage                                                                                                                                                                           |
| C   | Employee State Insurance(ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923 & Employee's Compensation Act 2010 | 4.75% of minimum wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86 lacs per contract worker |
| D   | Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015                                                                                  | Minimum 8.33% of wage (The same is to be paid to the contract workers during festival time by the contractor and proof of payment of bonus to be submitted).                             |
| E   | Leave wages as per factory Act/Rule or                                                                                                            | 04 National Holidays per year, 07 Festival Holidays per year and Annual leave with wages as per factory Act, 1948 i.e. 01 day                                                            |



| S.N | Wage component                                                                                                               | Rates                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Shops & Establishment Act of respective states                                                                               | Paid Leave for every 20 days work performed.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F   | Cost of safety kit & liveries in terms of Safety Provisions under Factories Act 1948(for workers working in factories only). | Provision to be kept by Contractor while quoting the rates for distribution of safety kits and liveries and submit proof of purchase and distribution.                                                                                                                                                                                                                                                                                                                        |
| G   | Shift Allowances                                                                                                             | As per applicable rates                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| H   | Weekly off wages                                                                                                             | Over and above Govt. notification for minimum wages (monthly payment for 26 days), payment for weekly off to be made to contract workers on continuous working for six days.                                                                                                                                                                                                                                                                                                  |
| I   | Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.                 | As per Maternity Benefit Act 1961 and Amendment 2016                                                                                                                                                                                                                                                                                                                                                                                                                          |
| J   | Death Gratuity                                                                                                               | Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.” |

**B. ADDITIONAL GUIDELINES FOR ADHERENCE TO VARIOUS LABOUR LEGISLATIONS WHILE AWARDDING JOB/SERVICE CONTRACT:**

- 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.
- Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages (i.e. increase in DA) in every 6 months i.e. 1st April and 1st October to be provisioned. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the above minimum wages as notified by the Govt. Authorities from time to time during the period of contract. Accordingly, contractor should quote taking into consideration future increase in above minimum wages as well. No



- reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower assistance services deployed under the subject contract.
- iii) The Contractor is solely responsible for the disbursement of wages and other dues to their respective workman latest by 7th day of every month via electronic mode.
  - iv) Over and above Govt. notification for minimum wages (monthly payment for 26 days), payment for weekly off to be made to contract workers on continuous working for six days.
  - v) Paid National Holiday (04 Days i.e. 26<sup>th</sup> Jan, 15<sup>th</sup> Aug, 2<sup>nd</sup> Oct & 1<sup>st</sup> May) shall be granted to every workman during a calendar year.
  - vi) Paid Festival Holiday (07 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will avail the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site.
  - vii) Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
  - viii) Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and as amended from time to time.
  - ix) Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.
  - x) The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13.36 % of employer's contribution.
  - xi) Shift Allowance shall be granted to the workers who perform their duties in A, B & C Shifts. While quoting the rates, the contractor has to consider deployment of manpower in shift on round the clock basis including night shift and payment of shift allowances as per applicable rates. Further Contractor has to provide shift reliever/ leave reliever as per the provision of Labour act.
  - xii) Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time to time. The contractor shall ensure to obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the



workplace and injury sustained out of or in course of employment for all contract workman engaged by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under.

- xiii) Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time. A woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.
- xiv) Contractor to issue Employment Card to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- xv) Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.
- xvi) Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions. Contractor shall be responsible for proper uniform, Industrial Helmet and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform as per the norms as approved by the Engineer – in – Charge (EIC). Each personnel deputed shall be provided with the items prior to their deputing:
  - (a) Two sets of Cotton wear, (Shirts and Trousers) every year,
  - (b) One set of branded Raincoat, (jacket and trousers type), Once in two years,
  - (c) One pair of Industrial Safety Shoes to be issued in a year. The Industrial Safety Shoe shall have BIS marked / DGMS approved or having other equivalent international approval, as approved by Engineer – in - Charge.
  - (d) Boiler suit.
- xvii) Contractor to undertake Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder & submit health check-up report to HR Department. The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower twice in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.
- xviii) Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed atleast 240 days in preceding 12 months as on the day of retrenchment.



- xix) Contractor shall obtain all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
- xx) Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.
- xxi) Contractor shall be solely responsible and indemnify BCPL against all charges, dues, claims etc. arising out of the disputes relating to dues and employment of personnel deployed by him at BCPL.
- xxii) Contractor shall indemnify BCPL against all losses or damages caused to it, on account of acts of the personnel deployed by him.
- xxiii) Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.
- xxiv) Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submits the same to BCPL as and when required.
- xxv) Contractor shall take suitable health insurance in respect of all their employees and contract workers deployed at BCPL.
- xxvi) Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- xxvii) In addition to the above contractor shall ensure implementation of all applicable labour laws / legislation, rules made thereunder and amendments issued by Appropriate Authority from time to time and shall be solely responsible for compliance
- xxviii) The rates should be quoted in the schedule of rates as enclosed; keeping in mind the minimum wages as notified by Central Government or State Government from time to time (whichever is higher) and other statutory compliances viz. PF contribution, workmen compensation, bonus, gratuity, payment of wages on weekly off day, shift allowance, leave wages and other benefits to be given to workmen as per Act / laws.
- xxix) Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel.
- xxx) The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents.

#### **14.0 Documents to be submitted:**



14.1. Immediately after Issuance/ Receiving of Letter of Intent following documents shall be submitted to BCPL.

| Sl. No. | Document                                                                                                                              | Time Frame                                   |
|---------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| a.      | Application for issuance of Form-V for obtaining Labour License from the Licensing Authority for engaging 20 or more contract labour. | Immediately after issuance/ receiving of LOI |
| b.      | Copy of Labour License before commencement of work if 20 or more contract workers are Engaged.                                        | Immediately after issuance/ receiving of LOI |
| c.      | List of persons along with designation, Employee no, PF Account no, Insurance Cover etc                                               | Immediately after issuance/ receiving of LOI |
| d.      | Copies of Appointment Letter to the persons engaged by the contractor.                                                                | Immediately after issuance/ receiving of LOI |
| e.      | Copies of Identity Card issued by the contractor of persons to be deployed in BCPL through the contractor.                            | Immediately after issuance/ receiving of LOI |
| f.      | Copy of Provident Fund Registration Certificate issued by the concerned RPFC                                                          | Immediately after issuance/ receiving of LOI |
| g.      | Copy of insurance policy in lieu of Employee's Compensation Act, 1923 of persons to be engaged in BCPL through contractor.            | Immediately after issuance/ receiving of LOI |

14.2. Documents to be submitted with Monthly Bill.

| Sl. No. | Document                                                                                                  | Periodicity     |
|---------|-----------------------------------------------------------------------------------------------------------|-----------------|
| A       | Copy of labour license (applicable, if contractor is engaging more than 20 workers)                       | With first bill |
| B       | Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable) | With first bill |
| C       | Copy of Contract Agreement                                                                                | With first bill |
| D       | Gate Pass Details                                                                                         | Every month     |



| Sl. No. | Document                                                                                                      | Periodicity                                     |
|---------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| E       | <b>Contractor has to maintain registers under Contract Labour (R&amp;A) Act, 1970 like:-</b>                  |                                                 |
| E.1     | Register of workmen employed by contractor in Form XIII,                                                      | Every month/<br>Regular<br>Maintenance          |
| E.2     | Muster Roll in Form XVI                                                                                       | Every month/<br>Regular<br>Maintenance          |
| E.3     | Register of Wages in Form XVII                                                                                | Every month/<br>Regular<br>Maintenance          |
| E.4     | Register of Deduction in Form XX                                                                              | Every month/<br>Regular<br>Maintenance          |
| E.5     | Register of Fines in Form XXI                                                                                 | Every month/<br>Regular<br>Maintenance          |
| E.6     | Register of advance in Form XXII                                                                              | Every month/<br>Regular<br>Maintenance          |
| E.7     | Issuance and maintenance of Wage Slip in Form XIX                                                             | Every month/<br>Regular<br>Maintenance          |
| E.8     | Issuance of valid identity Card by the contractor in Form XIV                                                 | Every month/<br>Regular<br>Maintenance          |
| F       | <b>Copies of Forms under Employees' Provident Fund &amp; Miscellaneous Provisions Act, 1952 if applicable</b> |                                                 |
| F.1     | Copy of PF Registration letter from RPFC                                                                      | One time                                        |
| F.2     | PF Challan,                                                                                                   | Every month                                     |
| F.3     | Copy of ECR(Electronic challan cum return)                                                                    | Every month                                     |
| F.4     | Format under Para 36-B,                                                                                       | Every month                                     |
| F.5     | Form 23,                                                                                                      | At the end of<br>financial year                 |
| F.6     | Form 11 Declaration under EPF Act                                                                             | During the time<br>of Deployment<br>of Contract |



| Sl. No. | Document                                                                                                                                                                                                                                            | Periodicity                                                           |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|         |                                                                                                                                                                                                                                                     | Labour (With First Bill and as and when one new contract worker join) |
| G       | Copy of wage register duly certified by authorized representatives of the contractor and BCPL certifying as " Certified that the amount shown in the column no..... has been paid to the workman concerned in my presence on ( date) at.....(place) | Every month                                                           |
| H       | If wages are paid through bank, copy of bank statement duly certified by Bank of previous month                                                                                                                                                     | Every month                                                           |
| I       | Copy of Electronic Challan cum Return(ECR) for the proof of PF contribution deposit/ remittance alongwith the details of employees showing PF Account no, contribution of employee and employer etc.                                                | Every month                                                           |
| J       | <b>Copies of Forms under Factories Act, 1948</b>                                                                                                                                                                                                    |                                                                       |
| J.1     | Form 12(Register of Adult Worker)                                                                                                                                                                                                                   | Every month                                                           |
| J.2     | Form 14( Register of Leave with Wages)                                                                                                                                                                                                              | Every month                                                           |
| J.3     | Form 15( Leave Book)                                                                                                                                                                                                                                | Every month                                                           |
| J.4     | Form 16( Nomination form)                                                                                                                                                                                                                           | One time                                                              |

#### 14.3. Documents to be attached with Final Bills

| Sl. No | Document                                                                                           | Documents attached |
|--------|----------------------------------------------------------------------------------------------------|--------------------|
| a.     | Copy of Certified Wage register (Certified from EIC and Contractor) for the total contract period. | With Final Bill    |
| b.     | Copy of labour License ( If, applicable)                                                           | With Final Bill    |
| c.     | Copy of Work Order                                                                                 | With Final Bill    |



|    |                                                                                                                                                                                                                                |                 |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| d. | Copy of Work Completion Certificate                                                                                                                                                                                            | With Final Bill |
| e. | EPF Challans                                                                                                                                                                                                                   | With Final Bill |
| f. | Copy of PF Slips in Form 23                                                                                                                                                                                                    | With Final Bill |
| g. | Copy of ECR                                                                                                                                                                                                                    | With Final Bill |
| h. | Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him.                                                                                                                   | With Final Bill |
| i. | No dues certificate from the contractor.                                                                                                                                                                                       | With Final Bill |
| j. | Indemnity Bond of Rs.100/- duly notarized from the Notary indemnifying BCPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance and other payments etc. | With Final Bill |

#### 15.0 TERMINATION:

Termination of contract or part of it shall be dealt as per clause 29.0 & 32 of GCC.

Termination of contract for Non-compliance of statutory requirements shall also be dealt as per clause 29.0 of GCC.



## SECTION-VI

### SCOPE OF WORK [SOW]



**SECTION - VI**  
**SCOPE OF WORK (SOW)**

**A. SCOPE OF WORK FOR BULLETS (02 nos. Hydrogen) FOR STATUTORY INSPECTION:**

1. Inspection testing and certification in service bullets which include thorough visual inspection, NDT (WMPI, UFT, Thickness measurement, Hardness, DPT) as below. (Detailed standard specification may be referred for more clarity).
  - a) Ultrasonic thickness measurement of segments of shell and both end dishes as per guidelines.
  - b) Ultrasonic flaw detection of weld joints (100 % T-joints and nozzle joints, 25% total weld length of bullets) from inside of the bullets but for Hydrogen Bullets outside also. Width of scanning is 150 mm.
  - c) Wet fluorescent magnetic particle testing (100% of weld joints) from inside the bullets.
  - d) Dye Penetrant Test of all nozzles and flanges joints (If possible from outside).
  - e) Hardness measurement random on circumferential and longitudinal weld joints, nozzle welds at HAZ and weld joints area and on parent metal from inside & outside as per the guidelines.

**Note: In H2 Bullets, having specialized construction (Multi layers shell), Ultrasonic flaw detection of all circumferential weld joints from outside shall be done as per the CCOE guidelines.**

2. Checking of settlement of above ground bullets by using laser technique for horizontal plain shift and plumb line/Theodolite/Total Station technique for vertical plain shift. The person performing settlement shall be experienced in the relevant field.
3. Minor repairs if any i.e. removal of cracks by grinding or any other approved method as applicable.
4. Witnessing of Hydro-test of bullets required at hydro test pressure with the help of hydro test pump as per the guidelines.

| Tag No.        | Description of Above ground bullets | Nominal water Capacity | Dimensions (M)    | Hydro-test pressure in kg/cm <sup>2</sup> (g) |
|----------------|-------------------------------------|------------------------|-------------------|-----------------------------------------------|
| 151-VV-04A & B | HYDROGEN BULLETS                    | 148 M <sup>3</sup>     | 2.4 X 30 (D X TL) | 216.3 kg /cm <sup>2</sup> (g)                 |



5. Submission of preliminary / status reports and documents.
6. Submission of certificates in proper format as per SMPV(U) Rules 1981 along with necessary reports.

**B. IN BCPL SCOPE:**

- 1.0 Power supply for equipment and pumps.
- 2.0 Water supply for Hydro test.
- 3.0 Compressed Air.
- 4.0 Dry Nitrogen for purging.
- 5.0 Required Hoses
- 6.0 24 V (AC) hand lamps in sufficient quantities.
- 7.0 Hydra (10 Tons), Cranes (40 Tons) along with operating manpower on chargeable basis, if available.
- 8.0 Blinds, Gaskets, Studs of required rating for Isolation & Hydro-test.
- 9.0 Hard copy of drawings of Bullets.

**C. IN CONTRACTOR SCOPE:**

- 1.0 Contractor shall depute an exclusive team of personnel, Level-II qualified in DPT, RT, MPI & UT etc. having valid certificate with minimum 03 year experience.
- 2.0 The contractor shall submit the valid qualification certificate like ASNT/ ISNT level II in relevant field, time to time and strictly adhere to the targets/program by deploying adequate qualified personnel, inspection tools etc. required for satisfactory timely completion of job.
- 3.0 The contractor shall submit a copy of valid certificate in his name or its employee as Competent Person issued by Chief Controller /Deputy Chief Controller of Explosive, Nagpur, as per static & Mobile pressure vessels (unfired) rules 1981 for carrying out Statutory Testing which includes Mounded Bullets Inspection. Competency certificate should be valid throughout the period of contract, if not, the contractor shall get re-certification of bullets from any other competent person having valid certificate issued by Chief Controller /Deputy Chief Controller of Explosive, Nagpur.
- 4.0 All NDT equipment for WMPI, UFT, Thickness measurement & Hardness, with valid calibration certificate & sufficient length of Power cable (approx. 50 meters.) without joint(s) with flameproof design.
- 5.0 DPT material required for NDT testing.
- 6.0 Cleaning, Buffing, scaffolding, blinding, de-blinds, Final Box-up etc. Supply and Erection of scaffolding materials inside & outside (if required for outside) the Bullets for approach to the weld joints and removal of scaffolding after complete testing, inspection, repair work (if any) is over as per the detailed specifications. All equipments & materials required for the job shall be arranged by the contractor at his own cost & risk.



- 7.0 Calibration & reference standard for preparing DAC curve which must be of same material & configuration as the test article. Side Drill Hole reference blocks of following materials & thickness to draw DAC Curves (Reference curves) for Ultrasonic Flaw testing of welds joints as per ASTM Sec V clause T 434.3. H2 bullets are made of multilayer therefore care should be taken for preparing of DAC curve. Reference block for DAC curve should have PMI report.

| Sl. no. | Material     | Thickness in mm | Bullet Name               |
|---------|--------------|-----------------|---------------------------|
| 1       | SA 516 Gr 70 | 115 Thick       | Hydrogen bullets (Shell ) |
| 2       | SA 516 Gr 70 | 84.5 Nom        | Hydrogen bullets (Dish)   |

- 8.0 All measuring instruments for settlement, Dry calibration & Certificate of Instruments.
- 9.0 Approval & Stamping for calibration certificate from CPWD shall be in the contractor's scope
- 10.0 Govt. Stamping fees for approval by CPWD & providing Conveyance, Incidental approval Charges to the inspector / department shall be in Contractor's scope.
- 11.0 Liaison with all legal departments.
- 12.0 Two nos. Calibrated pressure gauges for Hydro test up to Pressure range 1.5 times the Hydro Test/Pneumatic test pressure. Hydro test pump (including various accessories i.e. Hoses, temporary fittings, etc.) and all activities regarding Hydro test shall be arranged by the contractor.
- 13.0 AC. /D.C. Magnetic yoke with 18.1 kg (g) weight lifting capacity suitable for the Job.
- 14.0 UFT machine must have permanent recording facilities.
- 15.0 Flame Proof junction box for power supply connection of NDT equipment.
- 16.0 At least 50 meter long power cable without any joint for power connection to NDT equipment from source.
- 17.0 Consumable e.g. oil, Grease, Diesel shall be arranged by the contractor.
- 18.0 The following PPE shall be provided by the contractor to their deployed workers /employees
- (a) Safety Helmet-ISI mark, Min 01 no. /person
  - (b) Industrial safety shoes : Min 01 pair per year per person
  - (c) 100% Cotton uniform with logo of contractor's company name : min 02 pairs per year per person
  - (d) Cotton gloves: as per requirements
  - (e) Ear plug : As per requirements
  - (f) Safety belts : ISI mark with valid load testing certificate : as per requirements
  - (g) Dust masks : As per requirements
  - (h) Metallic life line ropes-03 nos. each 75 mtr. length
- 19.0 The contractor must deploy one dedicated Supervisor full time basis to co-ordinate the jobs with EIC. He has to take care of jobs so that it shall be started only after taking



proper WORK-PERMIT from our Central Control Room (Ops.) as the work shall be carried out in hazardous and restricted area.

20.0 Local Conveyance & accommodation for all persons shall be provided by Contractor.

21.0 Conversion of Hard copy of drawing in Autocad/PDF.

22.0 Documents & Reports

Note: BCPL Scope has been clearly defined in 'Clause-B' and other remaining activities, Accessories, & Supply shall be in contractor scope for successful execution of the job.

## **D. STANDARD SPECIFICATION**

### **1.0 GENERAL:**

- 1.1 These technical specifications shall be applicable for the work covered by this contract, over and above and without prejudice to the various codes of practice, standard specifications etc., it being specifically understood that contractor shall carry out the work in all respects with the best quality of materials and workmanship and in accordance with the best engineering practice and instructions of Engineer-in-Charge.
- 1.2 Wherever it is stated in the specification that a specific Material is to be supplied or a specific work is to be done, it shall be deemed that the same shall be supplied or carried out by the contractor at his own cost.
- 1.3 The duration of contract will be 12 month from date of issue of order. based upon the performance of the contractor and requirement of plant the same contract may be extended for another 6 months or part thereof on same rate, terms and conditions as per own discretion of BCPL
- 1.4 **Time allotted for completion of job in each Bullet shall be 45 days, excluding BCPL non-working days, from date of handing over in vessels entry condition i.e. from the date of vessel entry permit. This time period also includes Mechanical assistance job, shall be carried by BCPL, in addition to contract job as mentioned here but excluding de-commissioning & commissioning job of Bullets.**

### **2.0 SETTLEMENT CHECKING OF ABOVE GROUND BULLETS:**

Settlement of Bullets is to be checked by using laser technique for horizontal plain shift and plumb line/Theodolite/ Total Station technique for vertical plain shift. Person performing the

Job must be well experienced in operating said system. Measure the settlement reading of mounded/above ground bullets at 25%, 50%, 75% & 100% water filling condition by taking accurate reading of horizontal & vertical position of Bullets.

There may be waiting time in taking measurement of settlement as water filling is required at least 36 hours. **Item is optional & will be executed if required as per PESO guidelines.**



### 3.0 NON DESTRUCTIVE TESTING:

#### 3.1 WET FLUOROSCENT MAGNETIC PARTICLES INSPECTION (WFMPI)

It is required to be carried out on 100% weld joints to detect all types of crack or such other discontinuities by using:

- Articulated A.C. Magnetic yoke suitable for the job.
- Fluorescent iron powder suspended in water.
- Ultraviolet light.
- Field Indicator

WFMPI method used should meet the requirement of standard recommended practice for MPI-ASTM-E-709/Article 7 of ASME Sec V, including selection of equipment and magnetic power calibration/testing of equipment and examination technique. Reliable equipment of magnaflux or equivalent makes to be used for the job. The contractor shall arrange all testing equipment instrument, accessories and consumables at his own cost. The contractor shall show the strength of the magnetic field generated by the yoke by lifting a C.S. plate of 18.1 kg (g) weight and indication of defect in field indication as per the ASTM Sec. V.

Note: No permanent magnet will be allowed for MPI testing.

##### 3.1.1 From Inside:

- 100% of the welds including circumferential and longitudinal seams nozzle welds, fillet welds of stiffening ring, welding spots/area of temporary attachments i.e. brackets clamps, clear etc. fitted during fabrication are to be checked by WFMPI. Side discs welds (100%) shall also be checked by WFMPI.
- At least 150 MM parent metal on both side of the weld is to be covered in WFMP1 of welds.
- In case of any abnormal indication of defect observed from inside during WFMPI, it has to be checked and confirmed by UFT and UFT printout of indication and graph plotting to be attached with the preliminary report.

##### 3.1.2 Outside: If possible covering 10% weld joints by Dry powder magnetic particles

#### 3.2 ULTRASONIC THICKNESS MEASUREMENT:

Ultrasonic thickness measurement to be taken by using ultrasonic flaw detector of kraut-kramer or equivalent make in points/locations to get a profile or wall thickness to meet partly ASTM-A-435-10-15 approximately 10-15 readings are to be taken to get a representative profile of wall thickness of each petal and end disc plates. Each location of thickness shall be scanned and minimum thickness marked. General requirement for thickness measurement by UT flaw detector shall confirm to Article 5 of ASME Sec V through T-540/ASTM-A-435-89.



### 3.3 UT FLAW TESTING:

#### 3.3.1 EQUIPMENT: Ultrasonic Flaw detector (UFD)

Any ultrasonic flaw detector capable of operating in the pulse –echo mode with ‘A’ Scan display can be used.

The instrument shall be capable of operation at frequencies over the range of at least 1 MHz to 5 MHz and shall be equipped with a stepped gain control in units of 2.0 db or less. The time base must be linear with approx. 1% of full screen width over the maximum calibrated range used. The screen height amplitude control linearity shall be verified as per ASME Sec-V, T-

561. The (ultrasonic Flaw detector) UFD shall have valid calibration status. Equipment shall be calibrated for vertical & horizontal linearity etc on IIW V1 & V2 blocks. **Item is optional & will be executed if required as per PESO guidelines.**

The equipment shall be fitted with a calibrated amplifier /attenuator.

**In order to make the ultrasonic test results as permanent record, it is recommended to use Flaw detector with recording facilities.**

The recommended UFD for the purpose shall preferably be selected from the following manufacturer.

- Panametrics
- Kraut Kramer
- Sonatest
- ISONIC-2001 of Sonotorn NDT
- Modsonic

#### 3.3.2 Standard reference Blocks:

Side drill holes reference blocks of **same thickness and material as of job** on which UFD is to be performed (refer for detail clause C ‘IN CONTRACTOR ‘S SCOPE ) ,are required for plotting distance Amplitude Correction Curve (DAC) for sensitivity setting as per the requirement.

For Drawing DAC for set in Nozzle a side drill hole of required dimension is made on plate at  $1/3 t$  and all the echoes are picked up from this hole only .The first echo of minimum beam

path will be picked up from  $1/3 t$  hole .Then by adjusting db or gain control of echo, set the echo at 80% amplitude .The 2<sup>nd</sup> echo of the beam path is to be picked up and marks the max amplitude without touching the gain or dB Control thus slowly increase the beam path the rest of DAC is plotted maximum up to 2V beam path for full coverage.

For Drawing DAC for longitudinal and circumference weld joints, side drill holes of 2.4 mm

Dia. at  $1/4 t$  and  $1/2 t$  are required to be made in the reference block of plate thickness ‘t’ which must be equal to job thickness. The 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> echoes are to be picked up at  $1/2 V$ ,  $1V$  &  $1 1/2 V$  beam path of holes at  $1/4 t$  ,  $1/2 t$  and  $3/4 t$  with equally distributed beam path distance.



**3.3.3 Probe :** Angle probe with miniature as well as 8X9 mm or suitable sizes with 2MHz to 4 MHz and probe angle required  $45^{\circ}$ ,  $60^{\circ}$ ,  $70^{\circ}$ .

Before start of the work probe index of the probe shall be marked/identified and put into report.

**Thumb rule for selection of probe angle**

Any thickness up to 45 mm

Probe angle  $\theta = 90 - t$ , where t is job thickness For any thickness above 45 mm

Probe angle  $\theta = 90 - \alpha$ , where  $\alpha$  is weld angle

**3.3.4 Methodology**

**Inside:** UT flaw checking as per ASTM-A-577 shall be carried out as mentioned below:

1. 100% 'T' joints of circumferential with longitudinal welding covering a straight length of 150-200MM on the weld joints by probe scanning.
2. 100% Nozzle weld joints of liquid, vapor lines and manhole.
3. 25% of total weld length.

**Outside (for Hydrogen Bullet Only)**

For H2 Bullets, having specialized construction, Ultrasonic flaw detection of 100% circumferential weld joints from outside as per the CCOE guidelines.

**3.4 HARDNESS MEASUREMENT:**

Hardness is to be measured at random on circumferential welds, longitudinal welds, nozzle welds, HAZ parent metal/plate and left over cleat weld areas (as per ASTM-E-110-89). Hardness tester of a reliable and reputed make to be used. Exact number of point and locations shall be decided at site, providing hardness tester shall be the responsibility of the contractor. Kraut Kramer or equivalent make hardness tester may be used. Provision must be kept for additional readings as decided by the Engineer-in-charge of BCPL.

**3.5 D.P. TEST:**

All inaccessible areas which cannot be covered by WFMPI should be check by D.P.Test (As per ASTM-E-165-89).

**4.0 MINOR REPAIRS :**

1. If any cracks/flaw of minor nature noticed during NDT or WFMPI inspection, the contractor shall undertake suitable repairs of the same.
2. During WFMPI if any crack is noticed, the depth of the crack shall be assessed by UT with requisite sensitivity as per code ASME section VIII division 1&2. All the cracks having depth less than the provided corrosion allowance shall be removed by grinding. Ultrasonic flaw detector and all consumables shall be provided by the contractor at his



cost.

## 5.0 SUBMISSION OF TEST REPORTS/DOCUMENTATION:

1. After satisfactory completion of the test and the contractor shall issue a certificate in proper format prescribed in relevant section of SMPV (U) Rules 1981 along with detailed reports for submitting the same to office of PESO.
2. The contractor shall have to submit final (Detailed) report containing NDT data showing all indications and readings on development sketch & tabular form with design value and accepted value. Each NDT report shall indicate acceptance standard, observation & test result.
3. Final Report shall have an Annexure indicating detailed calculation for Minimum Calculated Thickness.
4. Dry calibration report shall be submitted as separate and contain all the calibration charts stamped by CPWD.

## 6.0 SCHEDULE OF TESTING OF ABOVE GROUND BULLETS

| SL NO | TAG NO         | DESCRIPTION       | LICENCE NO.               | Validity up to |
|-------|----------------|-------------------|---------------------------|----------------|
| 1     | 151-VV-04<br>A | Hydrogen Bullet A | S/HO/AS/03/66<br>(S44970) | March-18       |
| 2     | 151-VV-04<br>B | Hydrogen Bullet B | S/HO/AS/03/66<br>(S44970) | March-18       |



# SECTION-VII

## HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



## **SECTION - VII**

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

#### **1. SCOPE**

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

#### **2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS**

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

### 3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

|                              |                                                                   |
|------------------------------|-------------------------------------------------------------------|
| IS: 2925 – 1984              | Industrial Safety Helmets                                         |
| IS: 47701 – 1968             | Rubber Gloves for Electrical Purpose                              |
| IS: 6994 - 1973<br>[Part-I]  | Industrial Safety Gloves [Leather & Cotton Gloves]                |
| IS: 1989 - 1986<br>[Part-II] | Leather Safety Boots & Shoes                                      |
| IS: 5557 - 1969              | Industrial & Safety Rubber Knee Boots                             |
| IS: 6519 – 1971              | Code of Practice for Selections, Care & Repair of Safety Footwear |
| IS: 11226 – 1985             | Leather Safety Footwear Having Direct Molding Sole                |
| IS: 5983 - 1978              | Eye Protectors                                                    |
| IS: 9167 - 1979              | Ear Protectors                                                    |
| IS: 3521 - 1983              | Industrial Safety Belts & Harnesses                               |

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## SECTION-VIII

### SCHEDULE OF RATES[SOR]

#### PART-I (UN-PRICED BID) PART-II (PRICED BID)



**PRICE SCHEDULE / SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]**  
**SECTION-VIII**

TENDER NO: BCPL/C&P/LE16W245OR/00327

NAME OF WORK: HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.

| Sl. No. | Description of the item                                                                                                                                                                                                                                                                                                                                                        | Unit | Qty | Unit Rate (in Rs.) | Amount (in Rs.) |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|--------------------|-----------------|
| (a)     | (b)                                                                                                                                                                                                                                                                                                                                                                            | (c)  | (d) | (e)                | (f)             |
| 1       | Lumpsum charges for Supervision, inspection & recertification of Hydrogen bullet and all enabling works as detailed in Scope of Work [Clause-A & Clause-C] under Rule 19 of SMPV(U) , 1981 including liaison with CCOE as per terms & condition including all documentation, sketches/drawing preparation, certification & reports preparation as per detailed "Scope of Work" | Nos. | 2   |                    |                 |
| 2       | <b>Charge for Carrying out NDT in Hydrogen Bullet</b>                                                                                                                                                                                                                                                                                                                          |      |     |                    |                 |
| 2.1     | Ultrasonic thickness measurement                                                                                                                                                                                                                                                                                                                                               | Nos. | 2   |                    |                 |
| 2.2     | Dye penetration Test as per CCOE's requirement                                                                                                                                                                                                                                                                                                                                 | Nos. | 2   |                    |                 |
| 2.3     | In situ Hardness testing                                                                                                                                                                                                                                                                                                                                                       | Nos. | 2   |                    |                 |
| 2.4     | Wet Fluorescent magnetic particle test                                                                                                                                                                                                                                                                                                                                         | Nos. | 2   |                    |                 |
| 2.5     | *Ultrasonic Flaw detection (width of Scanning 150 mm) of weld as per ASTM -577, ASME Section-V ART. 4.5 and 23 ASME Sec., VIII Div. 2 ART 9-3                                                                                                                                                                                                                                  | Nos. | 2   |                    |                 |



**PRICE SCHEDULE / SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]**

**SECTION-VIII**

TENDER NO: BCPL/C&P/LE16W245OR/00327

NAME OF WORK: HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.

| (a) | (b)                                                                                                                                                              | (c)  | (d) | (e) | (f) |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|-----|-----|
| 2.6 | *Checking of settlement of each Hydrogen bullet by using laser technique for horizontal plain shift and plumb line/Theodolite technique for vertical plain shift | Nos. | 2   |     |     |
| 2.7 | *Hydro-test                                                                                                                                                      | Nos. | 2   |     |     |
| 3   | <b>TOTAL SERVICE CHARGES inclusive of VAT and other taxes and exclusive of Service Tax &amp; Cess (Rs.)</b>                                                      |      |     |     |     |
| 4   | Amount on which Service Tax is applicable: (70% of Total Service Charges at Sl. No.3) (Rs.)                                                                      |      |     |     |     |
| 5   | Amount Of Service Tax @ 15% of Amount at Sl. No. 4 : (Rs.)                                                                                                       |      |     |     |     |
| 6   | <b>Grand Total of Contract Value of all SOR items in Figure (Including Service Tax) : (Sl. No. 3+Sl. No. 5) (Rs.)</b>                                            |      |     |     |     |
| 7   | <b>Grand Total in words (Including Service Tax) :</b>                                                                                                            |      |     |     |     |
|     | Signature of Authorized Representative:                                                                                                                          |      |     |     |     |



|  |                                                                                    |  |
|--|------------------------------------------------------------------------------------|--|
|  | <b>Name of authorized person submitting the tender on behalf of the Bidder(s):</b> |  |
|  | <b>Designation of authorized person:</b>                                           |  |
|  | <b>Name of Firm / Contractor/Owner:</b>                                            |  |
|  | <b>Address of Firm / Contractor/Owner:</b>                                         |  |
|  | <b>Date:</b>                                                                       |  |

**NOTE :**

|        |                                                                                                                                                           |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| NOTE 1 | BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.                                                                              |
| NOTE 2 | BIDDERS TO MENTION/INDICATE IN WORDS " <b>QUOTED/NOT QUOTED</b> " AGAINST RATES & AMOUNT OF ITEMS AT SL. NO. 1 TO 7 ( using ball point pen with blue ink) |
| NOTE 3 | EVALUATION SHALL BE CARRIED OUT CONSIDERING THE RATES QUOTED INCLUDING ALL TAXES AND DUTIES AND EXCLUDING SERVICE TAX.                                    |
| NOTE 4 | * ITEMS ARE OPTIONAL AND WILL BE EXECUTED IF REQUIRED AS PER PESO GUIDELINES.                                                                             |

\*Bidders to mention/indicate in words "Quoted/Not Quoted" as applicable (using ball point pen with blue ink)



PART - II - PRICED BID  
ATTACHED AS A SEPARATE SHEET



## **CUT-OUT SLIPS**

**ENVELOPE – (I): "TECHNO-COMMERCIAL / UN-PRICED BID WITH EMD" – As per ITB 11.1.1**

**DO NOT OPEN – THIS IS A QUOTATION**

**SUB: HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION & CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.**

**TENDER NO.: BCPL/C&P/LE16W245OR/00327**

**BID SUBMISSION DUE DATE & TIME : 12.05.2017 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**

M/s Brahmaputra 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.

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING**

**TECHNO-COMMERCIAL / UN-PRICED BID WITH EMD**



## **CUT-OUT SLIPS**

**ENVELOPE – (II): "Price Bid" – As per ITB 11.1.2**

**DO NOT OPEN – THIS IS A QUOTATION**

**SUB: HIRING OF SERVICES FOR INSPECTION, TESTING,  
CALIBRATION & CERTIFICATION OF 02 NOS.  
HYDROGEN BULLETS AT BCPL PLANT, LEPETKATA.**

**TENDER NO.: BCPL/C&P/LE16W245OR/00327**

**BID SUBMISSION DUE DATE & TIME : 12.05.2017 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**  
M/s Brahmaputra Cracker and Polymer  
Limited (A Government of India  
Enterprise), C&P Department,  
Administrative Building, PO:  
Lepetkata, Dist.: Diburgarh, Assam,  
Pin Code: 786006, Phone no. 0373  
2914636.

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING**

**"Price Bid – PART - II"**



## **CUT-OUT SLIPS**

### **DO NOT OPEN – THIS IS A QUOTATION**

**SUB: HIRING OF SERVICES FOR INSPECTION, TESTING, CALIBRATION  
& CERTIFICATION OF 02 NOS. HYDROGEN BULLETS AT BCPL  
PLANT, LEPETKATA.**

**TENDER NO.: BCPL/C&P/LE16W245OR/00327**

**BID SUBMISSION DUE DATE & TIME : 12.05.2017 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**  
M/s Brahma Putra 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 ENVELOPES**

**CONTAINING**

**“ENVELOPE-I & ENVELOPE-II”**