



Brahmaputra Cracker and Polymer Limited

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

e -TENDER NO: BCPL/C&P/LE17W071MB /00325
dated 27.07.2017

(Tender to be submitted in e-mode only)

TENDER DOCUMENT FOR

**ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF
EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR.**

Tender Submission Date & Time	:	18.08.2017 at 14:30 Hrs
Tender Opening Date & Time	:	19.08.2017 at 15:00 Hrs
Pre-Bid Meeting	:	10.08.2017 at 11:30 Hrs
Tender Fee	:	Not Applicable.
Earnest Money Deposit (EMD)	:	Rs. 53,000.00

**E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING
PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR.”**



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.



E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.

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: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable ?	STRICTLY NO
3	Whether EMD are prerequisite for qualification of bidder in any tender ?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit ?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit ?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) There is no exemption in submission of SD (Security Deposit).
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. 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%.

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

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

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



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SECTION - I

INVITATION FOR BIDS [IFB]



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt. 27.07.2017

PROSPECTIVE BIDDERS

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

Dear Sir/Madam,

1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites e-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 02 (Two) month from the date of issuing the LOI/LOA.
II	TENDER FEE	:	Not Applicable.
III	EARNEST MONEY DEPOSIT (EMD)	:	Rs. 53,000.00
IV	BID DUE DATE & TIME	:	18.08.2017 up to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	19.08.2017at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 days from the date of opening whichever is later
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	:	Domestic Competitive Bidding E-Bidding (Under Two Bid System Basis) with uploading in GAIL's/ BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in; NIC Portal
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	10.08.2017 at 11.30 hrs. 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.

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- 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 The following documents in addition to uploading in the bid on BCPL's e-tendering website (NIC portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
- i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
- 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 **10.08.2017 at 11.30 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 Dy. Manager (C&P), Phone No. 0265 2914636; Email ID: manosh.borah@bcplindia.co.in

This is not an Order.

For & on behalf of

Brahmaputra Cracker and Polymer limited

[M J Borah]

Dy. Manager [C&P]

Ph: +91-0373-2914636; 9954195756

E-mail: manosh.borah@bcplindia.co.in



SECTION-II

BID EVALUATION CRITERIA [BEC] AND PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

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

1.1.1 Bidder must have **executed** at least one (01) single work order / contract of 'similar nature' in any reputed Refineries/ Petrochemicals/ Gas Processing units/ Fertilizers/ Natural Gas Compressor stations / Steel plants or Power Plants (Gas based/ Coal Based/ Naphtha Based) having value not less than **Rs. 12.73 lakhs** in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

'Executed' means fully executed and completed.

'Similar nature' means execution of painting works of equipments, structures and piping facilities of a plant.

1.1.1 The present tender is for rate / maintenance contract. In this case, if the bidder is executing a rate / maintenance 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, 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.

1.2 **BEC- Financial: (Not Applicable)**

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

Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ self-attested]
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against execution	a) Bidder must submit the Copy of Work Order/LOA for the work which has been executed towards "painting works of equipments, structures and piping facilities" of a plant



Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ self-attested]
		of order	along with the details of SOR items & scope of work in any Refineries/ Petrochemicals/ Gas Processing units/ Fertilizers/ Natural Gas Compressor stations / Steel plants or Power Plants (Gas based/ Coal Based/ Naphtha Based)". b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point "a" above. The Completion Certificate 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 date of Actual work completion etc. The Completion certificate should have been issued by the by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).
2	1.1.2	Experience against execution of running ARC (Annual Rate Contract)	a) Bidder must submit the Copy of detailed Work Order/LOA for executing Rate / Maintenance Contract which is still running for "painting works of equipments, structures and piping facilities" along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA for executing Maintenance Contract/ Rate Contract as mentioned at point "a" above clearly mentioning the executed VALUE 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. 1.1.1 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 Execution certificate should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).
	1.2	Financial Experience Criteria- Document NOT APPLICABLE	



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

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

2.0. Methodology for Evaluation of Bids:

2.1 Evaluation of all Techno-Commercially qualified bids shall be done on over all L1 basis including applicable GST (CGST & SGST/ UTGST or IGST) as per the following:

- (a) The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- (b) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.
- (c) In case any cess on GST is applicable same shall also be considered in evaluation.
- (d) In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2016-17. In case the audited financial results of FY: 2016-17 are not available, then annual turnover of FY: 2015-16 will be considered for comparison purpose for that bidder.



2.2 CPBG: The following CPBG clause shall be applicable.

The contract performance security shall be 7.5% of one year's Contract Value (without GST) 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.

2.3 PPP Policy 2012

Considering the nature of job, splitting of quantities of any single 'PART' 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 of that particular 'PART' subject to matching of L1 price.

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))



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SECTION-III

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

[A] – GENERAL

1. SCOPE OF BID

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

(THE ORIGINAL DEMAND DRAFT [COPY OF WHICH HAS BEEN UPLOADED] SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OF TENDER FEE HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICED BID. OTHERWISE THE BID SHALL BE REJECTED.)

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]
- 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.

[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 e-tendering Two Bid system.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://bcplonline.co.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

The Bid prepared by the Bidder shall comprise the following components in 2 different folders:



11.1.1.1. **FOLDER-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning **quoted / not quoted** (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) 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).
- (s) Copy of EMD/Bid Bond *
- (t) Tender fee (wherever applicable) and
- (u) Copy of Power of Attorney

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

However, bidders must submit the **original "Bid Security / EMD & Tender Fee (if applicable), Power of Attorney** and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

***The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing**



which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.

11.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in 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 unpriced 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.

Note: Provision mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment/Conditions of E-tendering portal.

12. SCHEDULE OF RATES / BID PRICES

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

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

13.

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

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

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

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

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



13 GST (CGST & SGST/ UTGST or IGST)

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

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

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

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of 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 **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST**



(CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of



commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

(A confirmation to above will also be sought in the Agreed Terms and Conditions).

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

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

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. 53,000.00

[THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE OR VALID MSE CERTIFICATE (IF APPLICABLE FOR EXEMPTION) SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD OR VALID MSE CERTIFICATE (IF APPLICABLE FOR EXEMPTION) HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICED BID. OTHERWISE THE BID SHALL BE REJECTED]

16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmaputra 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 representatives 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 and give hands-on e-tendering.

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 e-tendering 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.

18.3. **All documents to be digitally signed and to be uploaded as detailed in addendum to ITB.**

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 / Tender Fee
- (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.

[D] – SUBMISSION OF BIDS

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

- 21.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 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. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2. BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23. **LATE BIDS**

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



Where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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

24.2. **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.

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

24.4. 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.



[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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

26.2. *Priced Bid Opening:*

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

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

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

27. CONFIDENTIALITY

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

28. CONTACTING THE EMPLOYER

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

28.2. Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the



rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

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

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

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



30. CORRECTION OF ERRORS

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

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

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

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32. EVALUATION AND COMPARISON OF BIDS

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

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

34. PURCHASE PREFERENCE

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



[F] – AWARD OF CONTRACT

35. AWARD

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

NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/ LETTER OF INTENT

- 35.1. 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.
- 35.2. 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"

36. SIGNING OF AGREEMENT

- 36.1. 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.
- 36.2. 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.

37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 37.1. 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.

- 37.2. **The contract performance security shall be for an amount equal to 10% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 12 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).

- 37.3. 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.
- 37.4. 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.

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

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers /



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

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

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1. 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 up to 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.



39.2. 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.

39.3. 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.

39.4. 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.

40. 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.

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.

42. INCOME TAX & CORPORATE TAX

- 42.1. 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.
- 42.2. Corporate Tax liability, if any, shall be to the contractor's account.
- 42.3. Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 42.4. **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.

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.

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

- 43.1. 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/ 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.
- 43.2. 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.
- 43.3. 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.
- 43.4. 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.
- 43.5. 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.
- 43.6. 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.

- 43.7. 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.
- 43.8. 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.

44. 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
HOD/EIC (Indenting/User Department) M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006 Phone no. 0373 2914636.	HOD (C&P) M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006 Phone no. 0373 2914636.

45. TRANSPARENCY

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



46. 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.

47. SUBLETTING & ASSIGNMENT

- 47.1. 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.

48. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR

- 48.1. 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.

49. 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:

- 49.1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
- a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.



- b. 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.
 - c. 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.
- 49.2. Where PMC is EIC (e.g Project Construction):
- a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. 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.
- 49.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. 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.
 - d. 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.
- 49.4. 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.
- 49.5. 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.
- 49.6. 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.



- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified.”
50. 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.
51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
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Annexure-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 sametender/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.
-



Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

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	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 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 Tax department brings to the notice of BCPL that a Party has not paid to the credit of the Government the 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/ 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

1.3 QUALITY PERFORMANCE 40 Marks

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

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



1.3 RELIABILITY PERFORMANCE

20 Marks

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



**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:



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 Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

	Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a)	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 - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



1.3RELIABILITY PERFORMANCE

20 Marks

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



ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.



3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>



4. <http://www.e-mudhra.com>

5. <http://www.nicca.nic.in>

6. www.idrbtca.org.in

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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



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

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

Note:

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

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

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

8.2 Priced Bid:

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

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

9. E-Tender demo during pre-bid conference:

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



10. Submission of documents:

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

11. Last date for submission of bids:

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

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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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



17. System Malfunction Procedure:

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

18. IT Resources:

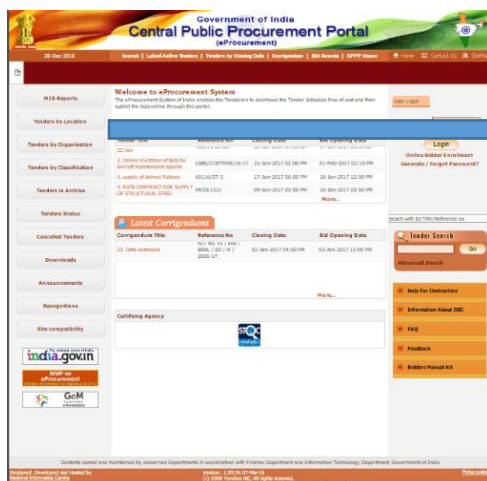
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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



[contd.]



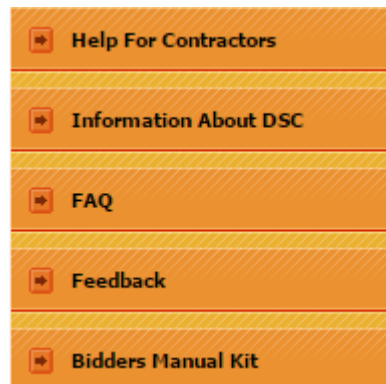
21. Check list / Quick View Summary:

one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click Information about DSC.	
	2	GET THE HARDWARE / IT RESOURCES:- Computer/laptop, Internet etc	plz. Refer	Refer clause 3.1, 3.2, 12 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click downloads --- click resources required	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click bidder manual kit --- click trouble shooting
	3	GET ENROLLED WITH BCPL e-tender THROUGH CPP PORTAL OF NIC AND TO GET USERID & PASSWORD FOR NEW VENDORS	plz. Refer	Refer Guideline for Bidder enrolment process available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click bidder manual kit --- click Registration of Bidders	
	4	UPLOADING OF MY DOCUMENTS	plz. Refer	Bidder can upload their regular documents like PAN, BALANCE SHEET, VAT/CAT and other certificate	also refe	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click bidder manual kit --- click Uploading of my documents	
	5	SEARCH BIDS	plz. Refer	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click tender by location / by organization / by classification	also refe	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click bidder manual kit --- click Clarifications (Tender Status, My Archive...)	
	6	ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)	plz. Refer	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission	also refe	ROUTE:- https://eprocure.gov.in/topp/pl --- click e-procure --- click bidder manual kit --- Online e-Bid Submission	
	7	FINANCE BID/PRICE BID/PART II Preparation guidelines	plz. Refer	ROUTE:- https://eprocure.gov.in/cppp/ --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines			
	8	ON LINE e-BID WITHDRAWAL	plz. Refer	ROUTE:- https://eprocure.gov.in/cppp/ --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re-SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cppp/ --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission			

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



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



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

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

In FAQ user will get various FAQ related to:

- a) GENERAL Q&A about e-procurement.
- b) On line enrolment Q&A
- c) Password related Q&A
- d) DSC related Q&A
- e) Tender related Q&A
- f) Security related Q&A
- g) Foreign bidder related Q&A
- h) User account related Q&A

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

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

1 Notice to Bidders

[notice_to_bidders.pdf](#)

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf
		four_cover_bid_submission.pdf
		single_cover_bid_submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf
		BoQ_Help_Bidder_Percentage.pdf

HELP DESK (BCPL)

Phone : 0373-2914582 (only for e-tender queries)

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE17W071MB/00325				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at _____				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. M J Borah, Dy. Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: Manosh.borah@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): NIL _____ _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
16	In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Brahmaputra Cracker & Polymer Ltd. , 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. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: BCPL/C&P/LE17W071MB/00325
22.3	For submission of EMD only, the Owner's address is : Attention: Mr. M J Borah, Dy. Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: manosh.borah@bcplindia.co.in;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata,



	Distt. DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: manosh.borah@bcplindia.co.in; Date: 19.08.2017 Time: 15:00 Hrs.
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E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				

F. AWARD OF CONTRACT

ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: State: Assam								
38	Contract Performance Security/ Security Deposit <table><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Applicable: As specified in Section –II (ITB) of tender document.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO				
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
40	Public Procurement Policy for MSEs : <table><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Whether tendered item is non-split able or not-divisible: <table><tr><td>YES</td><td>☐ YES</td></tr><tr><td>NO</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO	YES	☐ YES	NO	☐ NO
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
YES	☐ YES								
NO	☐ NO								



41	Provision of AHR Item :	
	APPLICABLE	YES
	NOT APPLICABLE	NO
Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	NO
	NOT APPLICABLE	YES

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FORMS & FORMAT



LIST OF FORMS & FORMAT

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



BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender No.: BCPL/C&P/LE17W071MB/00325

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

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



9	E-mail address	
10	Website	
11	Fax Number:	(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	GSTIN	[Enclose copy of GST Registration Certificate]
20	Vendor Classification	Resistered / un-resistered / compound scheme / PSU , GOVT / SEZ
21	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
23	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax/GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:
Bidder]
Date:

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



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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:

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

Dear Sir,

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

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

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date.

However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

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

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



**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: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF
EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR**

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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 in
liable to be for 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 Brahma Putra 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):

(OFFICIAL ADDRESS):

(SIGNATURE)
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

**E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING
PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR.”**



**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: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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.

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



F-6

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

Dear Sir,

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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:

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

Dear Sir,

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor” which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide PO /FOA/LOI No. _____ dated _____ for M/s Brahma Putra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Dist.: Dibrugarh, Assam.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify M/s Brahma Putra Cracker and Polymer Limited, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to M/s Brahma Putra Cracker and Polymer Limited we shall on first demand pay without

**E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING
PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR.”**



- demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
 3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____



of the Bank (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 not withstanding 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 jurisdiction of **Guwahati Courts**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf



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.

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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 GST thereon	GST: % thereon
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. 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,	

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as 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). 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 : a) EMD/ Bid Security No. & date b) Value 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.	
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.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	
20	Confirm Anti profiteering clause 171 of GST Act	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

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: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF
EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR**

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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	:

**E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING
PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR.”**



- 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 :



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF
EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR**

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING
PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR.”**



BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

Sl. No	Descripti on 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 of Client.	Value of Contract/O rder (Specify Currency Amount)	Date of Commenc ement of Services	Scheduled Completio n Time (Months)	Date of Actual Completi on	Reasons for delay in executio n, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



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	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		



7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
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DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	Rs. 53,000.00	YES/ NA	NO
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 4 (FOUR) MONTHS FROM BID VALIDITY PERIOD OF 120 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	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 as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	BID VALIDITY UPTO FOUR MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
4	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.2)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
5	E-TENDER Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
6	SOR (BLANK without price) MENTIONING WORD	Signed copy of SOR filled QUOTED/NOT	YES	NO

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



	“QUOTED/NOT QUOTED” IN EACH ITEM RATE COLUMN	QUOTED, ALONGWITH UNPRICED BID.		
7	FORM 1 TO 18 ATTACHED TO E-TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO

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

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 uploaded/submitted including this Checklist duly filled in, signed & stamped along with the “Un-priced bid (Part-I)”.



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

[PLEASE READ, SECTION –II OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

- 1. All documents [to be submitted] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp.**
- If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.**
- 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 st Order/LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value (in Rs.) iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed Value (in Rs.)	

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



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

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



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

D	4 th Order/ 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: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value (in Rs.) iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value (in Rs.)	

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E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR “ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR.”



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 _____



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

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.



BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL RATE CONTRACT FOR EXECUTING PAINTING WORKS OF
EQUIPMENTS, STRUCTURES AND PIPING FACILITIES IN BCPL-
LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

E-Tender NO.: BCPL/C&P/LE17W071MB/00325

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

E-TENDER NO BCPL/C&P/LE17W071MB/00325 FOR "ANNUAL RATE CONTRACT FOR
EXECUTING PAINTING WORKS OF EQUIPMENTS, STRUCTURES AND PIPING FACILITIES
IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR."



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 ACCEPATNCE OF GENERAL CONDITIONS OF CONTRACTS (GCC)

NIT/RFQ NUMBER: **BCPL/C&P/LE17W071MB/00325**

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)

Thanking you,

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

Name:

Designation:

Company Seal:

SECTION – V

SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

.....



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Govt. of India Enterprise]

SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)

SUB: ANNUAL RATE CONTRACT FOR PAINTING WORKS IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

1.0 INTRODUCTION:

- 1.1 M/s. Brahma Putra Cracker and Polymer Limited (BCPL), a Public Sector Undertaking (PSU) Company is a Petrochemical Plant located at Lepetkata, Dibrugarh, Assam. M/s GAIL (India) Limited is the main promoter having 70% of equity participation and the rest 30% is equally shared by Oil India Ltd (OIL), Numaligarh Refinery Limited (NRL) and Government of Assam.
- 1.2 The bidders shall be deemed to have visited the sites and also gone through the General Conditions of Contract along with other documents available with Tender Document. Non familiarity with site condition and unawareness of general conditions of contract will not be considered a ground either for extra claims or for not carrying out work in strict conformity with specifications/requirements.
- 1.3 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, ITB, Schedule of rates, Specifications, and any other documents forming part of this contract, wherever the context so requires.
- 1.4 The work is to be carried out in “restricted area” and contractor will have to work strictly as per instruction of Engineer-In-Charge and scope of works.
- 1.5 Mainly the painting jobs shall be done for the equipment's, piping's, structures and cable trays at Gas Sweetening Unit (GSU) / Ethylene Cracker Unit (ECU) / Linear Low Density Poly Ethylene (LLDPE) / High Density Poly Ethylene (HDPE) / Poly Propylene Unit (PPU) / Captive Power Plant (CPP) / DM Plant/N₂ Plants/Cooling Towers/RWTP/ ETP/Offsite and Storage/ Loading & Unloading area/ Pipelines etc. at BCPL, Lepetkata plant.
- 1.6 The Painting jobs shall be for but not limited to the following types of Rotary and Stationary equipment's in BCPL plant:
 - A. **Rotary Equipment:** Pumps, Compressors, Expanders, Turbines, Extruders, centrifuge, Motors, Fan & Blowers, Agitators, Classifiers and bagging machines / lines etc.
 - B. **Static Equipment:** Dryers, Heat Exchanger, Columns & Vessels, Storage Tanks, Piping including flare lines & Ducts, Valves, Various Structural steels, ladders, hand rails & Supports, Cable Trays, Panels, walkways, gratings etc.
 - C. **Letter/Number writing:** Letter/number writing with preparation of suitable background of different sizes in proportionate thickness as per engineering practice of different Colour with F8 (Self priming high build epoxy coating) with good contrast Colour wherever required on the piping system, equipment's, structural's, RCC beams/foundations etc. to the entire satisfaction of EIC and as per scope of works.
- 1.7 The above stated Equipments, Piping and Structural may be in the service of



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- a) Steam: Very High Temperature service.
 - b) Water, Air, Nitrogen: Ambient Temperature service/High Temperature Service.
 - c) Hydrocarbons: High or medium Temperature & Cryogenic Services.
 - d) Polymer (slurry -granules): Ambient /High Temperature Service.
 - e) Acid & Caustic : Corrosive services.
- 1.8 The contractor has to execute painting jobs in plant running conditions under Work Permit System basis issued by EIC or Site-In-Charge. For carrying out painting jobs at elevations, standard procedure for Work at Height Permit should be followed by the contractor. In general, height of the area which is to be painted may be up to 50 meters.
- 1.9 The Unit Rate of each Schedule of Rates shall be inclusive of Painting Materials, Labour Cost, Scaffolding materials and other required consumables & Tools etc. The Contractor has to consider these factors while quoting the rates.
- 1.10 Painting is required to be carried out suitable for different service requirements as per SOR. Specification and colour of the paint is to be selected as per the requirement as detailed in Colour Code Scheme at **ANNEXURE-I**.
- 1.11 All paints and primer to be used shall be procured from the BCPL Recommended Vendor list as per **ANNEXURE-II**. Also the paint manufacturer shall take guarantee/warranty for the material supplied by them as per **Annexure-III**.
- 1.12 In addition to the colour code as given in the ‘**STANDARD/TECHNICAL SPECIFICATIONS FOR PAINTING**’, it is to be noted that all Pressure safety Valves shall be painted with Crimson red and Hand Rails/Ladder shall be painted with Black and Yellow strip. Further the colour scheme to be followed shall be as per prevailing colour codes and as per direction of Engineer In-Charge.
- 1.13 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.14 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications. These additional requirements shall also be satisfied.
- 1.15 The intending vendor shall be deemed to have visited the site. Non-familiarity with site and Process Industry conditions will not be considered a reason either for extra claim or for not carrying out painting work in strict conformity with drawings, specifications or any other terms and conditions of the tender.



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SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)

SUB: ANNUAL RATE CONTRACT FOR PAINTING WORKS IN BCPL-LEPETKATA PLANT FOR A PERIOD OF 01 YEAR

1.16 The contractor has to follow all fire & safety, security, health and environmental rules of BCPL while at the site. His work will be supervised by BCPL engineers and contractor has to strictly adhere to their instructions.

1.17 The contractor shall not be allowed to get the work executed through sub-letting or sub-contract basis.

2.0 TIME OF COMPLETION / CONTRACT PERIOD:

The period of contract shall be **01 (One) year** from the date of issuance of Fax of Acceptance (FOA) / Detailed Letter of Acceptance (LOA), whichever is earlier and extendable to another 03 months on same rates & same terms & condition as per the requirement of BCPL.

3.0 MOBILISATION PERIOD:

Mobilization period for the contractor will be **30 days** from the date of issue of issuance of Fax of Acceptance (FOA) / Detailed Letter of Acceptance (LOA), whichever is earlier. The contractor has to mobilize all resources as stated in the tender including manpower resources within the above period, failing which penalty shall be imposed as per provision of tender.

4.0 DEFECT LIABILITY PERIOD:

4.1 The contractor has to stand guarantee for the painting jobs done by him against bad workmanship for a period of **06 months**, from the date of completion of awarded jobs. If any defect or damages are noticed as a result of poor workmanship during the defect liability period, the same has to be rectified and to be made good by the contractor free of cost.

4.2 The contractor shall take the guarantee that the chemical and physical properties of paint materials used are in accordance with the specifications contained herein provided during execution of work.

5.0 UTILITY SUPPLY BY BCPL (POWER, WATER, AIR ETC.):

5.1 Service air, service water and electricity required for job execution shall be provided to the contractor free of cost at one point. The contractor has to make his own arrangement to use the same at work site by extending pipe line, cable etc. as per requirement.

5.2 Suitable site office may be provided by BCPL if available, otherwise suitable site space may be provided for making temporary shed. However, contractor shall have to arrange resources of its own to erect a temporary shed. After expiry of contract the contractor shall clean the area to the satisfaction of EIC at his risk and cost. All safety rules and instructions are to be followed for paint storage.



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6.0 TERMS OF PAYMENT:

- 6.1 The bill in quadruplicate should be submitted to Engineer- In-Charge by first week of every month for the jobs completed during the previous month and submitted to the Engineer- In-Charge for processing the bill. Prior submission of bills contractor shall ensure that all the requisite documents as defined in the tender are well attached.
- 6.2 Payment will normally be made within 30 days from submission of bill to Engineer- In-Charge after applicable deduction and any other taxes and duties.
- 6.3 Payment will be released through electronic mode (e-banking) and accordingly bidder to provide details of account No. and Branch Code in the prescribed format. **Payment of wages to workers will be through e-banking and the same is mandatory to be complied by the contractor without any deviation.** Copy of bank account statement for the payments of workers is to be attached along with the bills.
- 6.4 No any mobilization advance shall be paid.

7.0 CHECK MEASUREMENT:

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

7.1 Where BCPL Executive is Engineer-In-Charge (EIC) (e.g Service Contracts):

- a) Site-In-Charge/Site Engineer will check 100% measurements of executed work.
- b) 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.
- c) 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.

7.2 While exercising test check of 5%, 15%, 100% level and on random basis as mentioned 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.

7.3 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.



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

8.0 DOCUMENTS TO BE ATTACHED WITH BILLS:

8.1 Attested copies of following documents wherever applicable are to be submitted along with bill(s)/before commencement of work at the frequency given in the table. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/Central agency of BCPL from time to time during execution of contract shall be binding on the contractor:

Documents to be submitted with Monthly bills		
SN	Document	Frequency
A	Copy of Work Order duly signed and stamped	Before starting work/with First Bill
B	Copy of Contract Agreement	Before starting work/with First Bill
C	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill
D	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy covering Workmen's Compensation Act, Fatal Accidents Act and Common Law whichever is applicable)	With first bill
E	Proof of payment of wages to the workmen of previous month	Every month with bill
F	Copy of wage register	Every Month with bill
G	PF challan	Every Month with bill
H	PF form 12 A	Every Month with bill
I	PF form 6A	At the end of every financial year and with final bill
J	PF form 3A	Every Month with bill
K	Contractor has to maintain registers under Contract Labour(R&A) Act, 1970 like:-	
K.1	Register of workmen employed by contractor in Form XIII,	Every month
K.2	Muster Roll in Form XVI	Every month
K.3	Register of Wages in Form XVII	Every month
K.4	Register of Deduction in Form XX	Every month



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K.7	Issuance and maintenance of Wage Slip in Form XIX	Every month
L	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable	
L.1	Copy of PF Registration letter from RPFC, Form 2	With First Bill
L.2	PF Challan,	Every month
L.3	Copy of Electronic Challan cum Return(ECR) for the proof of PF contribution deposit/ remittance along with the details of employees showing PF Account no, contribution of employee and employer etc.	Every month
L.4	Format under Para 36-B,	Every month
L.5	Form 11 Declaration under EPF Act	During the time of deployment of Contract Labour.(With first bill and as and when one new contract worker join)
M	Copies of Forms under Factories Act, 1948	
M.1	Form 12(Register of Adult Worker)	Every month
M.2	Form 14(Register of Leave with Wages)	Every month
M.3	Form 15(Leave Book)	Every month
M.4	Form 16(Nomination form)	one time
Note: Contractor may be asked to produce original documents for verification. It shall be the responsibility of contractor to produce original documents for its verification by EIC within 7 days from issuing such instruction failing which contract shall be liable to cancellation.		

8.2 Documents to be submitted with Final Bill: Final bill of the CONTRACTOR shall accompany with it a NO OBJECTION CERTIFICATE from ENGINEER-IN-CHARGE which shall be released only after the clearance of the matters like return of spares / consumables / equipment's / tools on loan, clearance of statutory dues, site clearance and other related matters. Ensure that following Certificates/ Documents are attached along with Final Bill

- Unconditional No Claim Certificate from Contractor
- No Dues Certificate from Contractor.
- No Objection & Site Clearance Certificate from Fire & Safety Department.
- NOC from Security In-charge.
- Copy of approval for Extra & AHR items, if any.
- Copy of approval for Deviation, if any.
- Copy of work order amendment for Final Time Extension, if any.
- Before forwarding the final bill it is to ensure that Insurance Policies for Contractors All Risk/Workmen Compensation/material etc. are valid up to contract period.
- All the documents & NOCs are duly signed by authorized signatory of the contract & certified by EIC.
- Final bill should be signed by Engineer-in-charge of the contract.



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9.0 SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB:

- 9.1 BCPL shall issue the work permit for the execution of the jobs on daily basis. The site engineer shall arrange the inter stage inspection from time to time.
- 9.2 Contractor shall deploy staff having suitable qualification and adequate experience in painting jobs at very high locations. BCPL reserves the right to reject any of the persons deployed by the contractor found unsuitable for the work.
- 9.3 Supervisor employed by contractor should have required knowledge and experience of the painting according to the services and environment. He should maintained the records of the paint details, batch nos. of the paints & primers and all inter stage inspection records as per instructions of engineer -in -Charge.
- 9.4 All the contractor's materials, tools and tackles shall be marked and punched with name of the contractor. All such material shall be shown at plant main gate and certified copy of the material taken inside the plant premises shall be submitted to the Engineer-In-Charge at least within a week's time.
- 9.5 The stores of the contractor can be checked by Engineer-In-Charge or his authorized representative for any unauthorized material not passed from the main gate. No tools & tackles shall be removed from site without prior permission of Engineer-In-Charge.
- 9.6 The specification of the material to be supplied for the painting jobs shall have approval of Engineer-In-Charge.
- 9.7 The execution of the work may entail working during all times and weather conditions and no extra rate will be considered on this account and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account.
- 9.8 All the jobs have to be carried out on top priority basis and to be completed in all respect with in the time specified by the Engineer-In-Charge.
- 9.9 In case the contractor leaves any job incomplete or fails to complete it in stipulated time or not up to the satisfaction of Engineer-In-Charge then that job will be done through any other agency and deduct its cost from contractor's bill.
- 9.10 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him. In case, any tools / tackles which are supplied by BCPL, are damaged by the contractor or his personnel due to negligence or non-performance of work or malpractice, **double cost** of the same will be recovered from the contractor.



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- 9.11 Contractor shall have to work as per instruction of Engineer-In-Charge and should obtain permission in standard format for every employee working for him, who are liable for physical check by competent authority as decided by Engineer-In-Charge at any time.
- 9.12 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and meet all statutory obligation of payment as per minimum wages act.
- 9.13 Contractor shall provide proper identification card for his employees to be deputed by him for the work duly signed by the contractor or any authorized person on behalf of the contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 9.14 Contractor shall maintain first aid facilities for his employees.
- 9.15 The personnel to be deputed by the contractor should also meet the following requirement:
- a. Should medically fit to work at site and OHC certificate to be submitted.
 - b. Should possess good conduct and discipline.
- 9.16 The contractor shall be solely responsible and indemnify the BCPL against all charges dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 9.17 The personnel to be deputed by the contractor shall observe all security, fire & safety, health and environmental rules of BCPL while at the site. His work will be supervised by BCPL engineers and contractor has to strictly adhere to their instructions.
- 9.18 Contractor has to deploy the personnel with no past criminal records. In case of reformed people, names of such persons should be clearly indicated. Also, the contractor has to provide **police verification** for all the persons deployed by him.
- 9.19 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local authorities.
- 9.20 All existing and amended Fire & Safety rules of BCPL are to be followed within the plant or service center.
- 9.21 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.



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- 9.22 The Contractor has to provide Cotton Uniforms, helmets & safety shoes to the personnel deployed by him. However, special safety equipment like breathing apparatus, gas masks etc. shall be provided by BCPL. However, Eye's protection kits will be provided by contractor. Also, the contractor will be responsible for accounting of the items provided by BCPL.
- 9.23 Before starting jobs, contractor shall take work permit from Shift-in-charge and same shall be returned back after completion of job.
- 9.24 The persons shall be deployed on jobs in general shift as well as rotational shift as per painting jobs requirement. In case of any emergency, the manpower shall be deployed whenever required on round the clock basis.

10.0 TEST / INSPECTION / SPECIFICATION / DRAWING / ANY OTHER SPECIFIC REQUIREMENT:

- 10.1 The contractor has to designate a qualified Quality Assurance Person, who will carry out all the stage wise inspections and will maintain the Inspection records accordingly in a prescribed format duly approved by BCPL. The record is to be submitted along with the bill. Quality Assurance Person should also be conversant with the job requirement and measurement of the same as per SOR unit, after final completion.
- 10.2 All the painting material including primers and thinners brought to site by contractor for application shall be procured directly from manufacturers or its authorized dealer as per specifications. It shall be accompanied by manufacturer's test certificates, challan/ invoice from manufacturer or its authorized dealer. Paint formulations without certificates are not acceptable.
- 10.3 Engineer-In-Charge at his discretion may call for tests for paint formulation. Contractor shall arrange to have such tests performed including batch wise test of paints for physical & chemical analysis from any independent laboratory at BCPL's discretion.
- 10.4 The painting work shall be subject to inspection by Inspector / Engineer-In-Charge at all time. In particular, following stage wise inspection will be performed and contractor shall offer the work of inspection and approval at every stage before proceeding with next stage. The record of inspection shall be maintained in the approved prescribed format. In general following stages shall be followed.
- Marking the location required for painting with line no./ Tag no., Area Descriptions etc.
 - Full Surface cleaning of marked area.
 - Recording average DFT of old coated surface.
 - Primer application as per relevant SOR. In case of Touch up primer; primer application shall be done wherever original paint is peeled-off or surface is exposed as per instruction of EIC.



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After primer application no exposed surface should remain unattended on the area selected. Required DFT to be ensured.

- e. Paint application (for each coat of paint applied). Required DFT to be ensured.
- f. Line No, Equipment No., Identification Mark etc. on the subject area shall be repainted/restored back with black paint.

- 10.5 Any defect noticed during the various stages of inspection shall be rectified by contractor to the entire satisfaction of Engineer-In-Charge before proceeding further irrespective of inspection, repair and approval at intermediate stage of work, contractor shall be responsible for making good any defect found during the inspection / guarantee period / defect liability period as defined in general condition of contract. Dry film thickness (DFT) shall be checked and recorded after application of each coat and extra coat of paint should be applied to make up the specified DFT without any extra cost to BCPL.

11.0 PRIMER AND PAINT APPLICATION:

- 11.1 After surface preparation, the primer should be applied in the presence of inspector nominated by Engineer-in-Charge. Where ever full coat primer is mentioned in SOR, full coat shall be applied on cleaned surface and wherever only touch-up primer is mentioned in SOR it is to be ensured that it covers all peeled off surfaces , exposed surfaces ,crevices, corners, sharp edges etc. Decision of EIC in this regard shall be final for covering the touch up area for primer application.
- 11.2 The shades of successive coats should be slightly different in colour in order to ensure application of individual coats, the thickness of each coat and complete coverage should be checked as per provision of this specification. This should be approved by Engineer-in – Charge before application of successive coats.
- 11.3 The contractor shall provide standard and calibrated thickness measurement instrument with appropriate range(s) for measuring. Dry film thickness of each coat, surface profile gauge for checking of surface profile in case of blast cleaning. Holiday detectors and pinhole detector and whenever required for checking in case of immersion conditions.
- 11.4 Prior to application of paints on surfaces of chimneys, the thickness of the individual coat shall be checking by application of each coat of same paint on M.S. test panel. The thickness of paint on test panel shall be determined by using gauge such as "Elko meter". The thickness of each coat shall be checked as per provision of this specification. This shall be approved by Engineer-in-Charge before application of paints on surface of chimney.
- 11.5 At the discretion of Engineer-in-Charge, the contractor is bound to arrange the expert technical services of the paint manufacturer at site as and when required.
- 11.6 Final inspection shall include measurement of paint dry film thickness. Adhesion. Holiday detection check of finish and workmanship. The thickness should be measured at as many



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points /location as decided by Engineer-in-Charge and shall be within +10% of the dry film thickness as specified in the specifications.

- 11.7 The contractor shall arrange for spot-checking of paint materials for specific gravity, Flow timer (ford cup) and spreading rate.
- 11.8 In addition to above specified conditions the standard specification for shop & field painting shall be referred.

12.0 PENALTY CLAUSE FOR NON PERFORMANCE OF JOBS:

- 12.1 In no case payment of the bills shall be made if the jobs are not certified by the inspector/EIC from time to time.
- 12.2 In case of failure on the part of the contractor causing safety problem or production loss or mechanical damage to the equipment, contractor shall be penalized at a flat rate 5% of amount billed in that particular month plus actual cost of equipment damaged as per the discretion of the "ENGINEER-IN-CHARGE".
- 12.3 Nothing contained herein shall restrict the owner from accepting similar services from other agencies, at its discretion.
- 12.4 If the Contractor fails to mobilize the required resources within reasonable time, as decided by Engineer in charge, BCPL may get the work done through other agency at the risk and cost to the contractor and the security deposit of the contractor may render liable to be forfeited.
- 12.5 BCPL, at its discretion, may also recover, if the contractor neglects to execute his duties satisfactorily included in the Scope of Work or delays in completion of any work during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of such recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect. The recovery shall be limited to a maximum of Rs 2500/-per distinct case of neglect / delay. The total of the recoveries shall be limited to maximum 5% of the contract value on yearly basis.
- 12.6 For violation of any provision of contract or negligence of plant safety norms which is not specified here, a penalty of Rs.1000/- per occasion will be levied and decision of EIC in this regard will be final and binding to contractor.
- 12.7 In case, contractor fails to mobilize required resources within the mobilization period as specified in the tender, a penalty shall be imposed at the rate of 0.5% per week or part thereof limited to 5% of the total contract value.
- 12.8 In case of continuous non-performance of contractual obligations, BCPL reserves the right to get the work done from alternative source at the risk and cost of the contractor without prejudice to other rights available to owner including termination of the contract.



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13.0 SCHEDULE OF RATES & QUANTUM OF JOBS:

- 13.1 The quantities shown in schedule of rates are for a period of one year only. The rates shall remain firm for entire duration of contract including extended period also.
- 13.2 The rates mentioned in the schedule of rates shall include the cost of the painting materials and consumables, manpower, all tools, scaffolding materials, contractor's supervision, transportation, overheads, profits, all consumables, taxes, duties, levies, sales tax, statutory payments, license fee etc. imposed by Govt. of Assam in works contracts etc.
- 13.3 Payment shall be made only for the actual jobs carried out, duly certified by the ENGINEER-IN-CHARGE. BCPL does not give any guarantee regarding quantum of jobs. The decision of "ENGINEER-IN-CHARGE" regarding operating the schedule of quantities shall be final and binding to the contractor.
- 13.4 The rates quoted by the contractor shall remain firm throughout the period of the contract. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind required to execute the work.
- 13.5 There shall not be any payment for idle time on account of any reason viz., insufficient front, delay in issue of safety work permit, delay in providing electricity connections, water supply etc.
- 13.6 There shall not be any extra charges towards transportation, mobilization, handling of equipment or man power etc. The unit charges shall include the charges toward these heads too.
- 13.7 All temporary and ancillary works including enabling works connected with the works shall be the responsibility of the contractor and the price quoted in the SOR shall be deemed to have include the cost of such works and these temporary/ ancillary will be removed by the contractor at his cost, immediately after completion of the works.
- 13.8 In case of any dispute in SOR etc, BCPL'S decision will be final and binding to contractor.

14.0 MINIMUM GUARANTEED AMOUNT:

The minimum guaranteed amount is not applicable for this contract.

15.0 PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS:

- 15.1 The works under this Contract are to be carried out in areas within the plant times adjacent/adjoining to the existing operating plant. As such, Contractor is required to abide by safety and security regulations of the Owner enforced time to time.



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- 15.2 The Contractor has to apply for photo entry passes for his workers & staff in a prescribed Performa available with BCPL. The photo entry passes shall be issued by the BCPL 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 15 days may be issued.

“Along with request for preparation of gate passes, contractor shall submit Health check-up record (through a registered Medical practitioner) of all his manpower being deployed. BCPL may also carry out health check-up of manpower being deployed/ deployed by contractor at its discretion/ requirement as felt necessary.”

- 15.3 Un-utilized/Expired entry passes shall have to be returned immediately to BCPL/CISF.
- 15.4 In case of loss of any entry pass, the Contractor has to lodge FIR with local police station and inform to Engineer-in-Charge and shall have to pay Rs. 200/- against each entry pass. The Contractor is required to keep track of all entry passes issued and returned.
- 15.5 Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant.

16.0 WORKING HOURS:

Working hours shall be 08:30 Hrs to 17:00 Hrs on all days. However, job may continue round the clock in case of urgency which shall be solely decided by Engineer-In-Charge. No extra rate will be considered on jobs round the clock including, General Holidays, National Holidays etc.

17.0 OTHER GENERAL TERMS & CONDITIONS AND HSE PLAN:

- 17.1 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.
- 17.2 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.
- 17.3 The manpower deployed for the jobs will be on rolls of the contractor/contracting firm.
- 17.4 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.
- 17.5 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



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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.

17.6 Contractor shall strictly follow the following points for their jobs being carried out inside plant under HSE plan.

A. HSE policy:

- Site safety organization chart

B. Management responsibility:

- HSE objective
- Management system,
- Deployment of safety person
- Roles & responsibility
- Awareness
- Fire prevention & protection
- First aid
- Documentation
- Safety audit
- Safety meeting
- Intoxicating drink & drugs and smoking
- Accident/incident reporting and investigation
- Housekeeping

C. HSE Measures:

- Workplace hazards
- Activity wise job safety analysis.
- Accessibility
- Inspection of equipment's
- PPEs
- Working at height
- Scaffolding
- Electrical installations
- Welding/gas cutting
- Lifting tools & tackles
- Occupational health
- Hazardous substances
- Slip, trip & fall hazard
- Radiation hazard
- Visitor safety
- Weather protection
- Confined space entry



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- Heavy lift, excavation

D. Tool box meeting

E. Safety motivation activities

F. Training & induction program

G. Safety requirement while working inside hydrocarbon zone

H. Work permit system

I. Various kinds of formats

Above are the minimum requirement for HSE Plan, contractor may add more points as per requirement of job.

18.0 PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

18.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs. 5,000.00 per occasion.

18.2 Violation as above resulting in:

- a) Any physical injury, a penalty of 0.5% of the contract value (maximum cumulative of 5% of the contract value) per injury in addition to Rs. 5,000.00 as in item no. (i).
- b) Fatal accident, a penalty of 1% of the contract value (maximum cumulative 10% of contract value) per fatality in addition to Rs. 5,000.00 as in item no. (i).

19.0 Guidelines for imposition of punitive fines against repetitive violation of safety rules & regulations during execution of jobs:

- 19.1 For first time violation of safety rules & regulation by any contractor, HOD (F&S) will issue a warning letter to contractor with intimation to OIC of work center and EIC.
- 19.2 In case of second time violation of safety rules & regulations by same contractor, OIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.
- 19.3 In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.10,000/- and in multiple of Rs.10,000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.



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20.0 MODE OF PAYMENT TO THE WORKING RESOURCES:

All the contractors shall disburse monthly wages to their working resources through e-banking only and attach the proof of the same with their monthly bills. The contractors shall open the Bank Account of each working resources and no direct cash payment to their working resources will be acceptable.

21.0 TERMINATION OF CONTRACT:

- 21.1 Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract of part of the contract after giving 48 Hours' notice in writing to the contractor's Site-in-Charge, without assigning any reason and upon such termination the BCPL shall have the right to remove your materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.
- 21.2 If BCPL considers that the performance of the contractor under the contract is unsatisfactory or not up to the expected standard the BCPL shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. BCPL shall have requisition contained in the said written notice issued by the BCPL to the contractor within 02 days of the receipt thereof.
- 21.3 Contract can be terminated at any time for non-compliance of labour laws, safety guidelines, minimum wages, PF, Bonus and other statutory compliances as mentioned in the tender documents.

22.0 Mandatory Responsibility of Contractor for compliance of Labour/ Employment Laws:

- 22.1 **Comprehensive Insurance Policy coverage under Employees Compensation Act,1923:**
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 without any deviation. Copy of Comprehensive insurance policy to be submitted to EIC.
- 22.2 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.
- 22.3 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.
- 22.4 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



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above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

- 22.5 While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory/ any court against any act or acts of the contractor/contracting firm or his workers.
- 22.6 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.
- 22.7 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 22.8 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.
- 22.9 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.
- 22.10 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.
- 22.11 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), Kanpur if he engages 20 or more workmen/labours.
- 22.12 **Payment of Minimum Wages:** 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 1948 and as notified by the Labour Commissioner, Assam from time to time. The Engineer In-charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. If contractor failed to pay the minimum wages to their workers, BCPL will make the payments to workers at the risk & cost of contractor.
- 22.13 **Compliance of PF Act, 1952:** 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 of each worker/ employee irrespective of his monthly



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payment and employer contribution to EPFO. In this regard, contractor shall submit the following documents to EIC as evidence.

- Contractor will deposit PF of their workers as per PF act 1952 to PF authority and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a copy of ECR of his labours/workers to Engineer In-charge.
- Contractor shall ensure that their each worker/employee drawing basic salary up to Rs.15,000/- they must have PF account and UAN no. and member id after activation & registration through the online system.

- 22.14 **ESIC:** 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.
- 22.15 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.
- 22.16 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, BOCW Act 1996 etc and deposition of cess as per Act, if the work is covered under BOCW Act 1996. and other labour legislations as in existence (at present in India) and as amended from time to time.
- 22.17 The contractor shall be required to furnish proof/copies of forms/returns as per the attached hereto every month along with the monthly bills to the Engineer –In- Charge and the concerned Engineer-In-Charge shall be ensured the same. The checklist- is indicative for immediate requirement after issuance/ receiving of Letter of Intent (LOI)/monthly bills/ final bill and other forms/returns as required under various acts shall be required to be filed / maintained by the contractor himself regularly.
- 22.18 The contractor(s) are required to submit copies of Electronic Challan Cum Return (ECR)/ Electronic challan of contract workers/ members/ subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
- 22.19 The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Misc. Provisions Act, 1952 and extended benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.



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- 22.20 The contractor shall have to discharge obligations as provided under various Statutory enactment including the Employees Provident Fund and Misc. Provisions Act, 1952, Contract Labour(R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages Act, 1936, Employees Compensation Act, 1923, BOCW Act 1996 & other relevant Acts, Rules and Regulations enforced from time to time.
- 22.21 **Payment of Gratuity as Death Gratuity Act, 1972:** Contractor shall make the payment of Death Gratuity or permanent disablement during the currency of contract to the nominated family members of the deceased as per the provisions of payment of Gratuity Act, 1972. Contractor shall submit the copy of proof of payment to BCPL, if any. Also contractor shall indemnify BCPL from such liabilities.
- 22.22 No contract workers below the age of 18 years shall be deployed on the work.
- 22.23 The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at the site/ work. His work/ services will be supervised by the supervisor of the contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.
- 22.24 While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.
- 22.25 **Payment of Bonus during Festival as per Bonus Act, 1965:** The contractor /contracting firm shall pay the bonus (@8.33% of wage or as applicable time to time) to his workers during festival and submit the proof/ receipt to EIC.
- In case the contractor fails to pay the same to his workers, BCPL shall make the payment to workers at the risk & cost of contractor and the same will be deducted from contractor bill with 20% BCPL's overhead.
- 22.26 **Grant of Leaves as per Factory Act/ Rules:** Contractor shall grant the leaves to its workers as per Factory Act/ Rules of respective state. Contractor shall strictly follow the same in terms of statutory provisions and the same is to be reflected in Attendance Register and leave records. Contractor shall indemnify BCPL from such liabilities.
- 22.27 **Providing of Safety Kit & Liveries as per Factory Act, 1948:** Contractor shall distribute safety kit & liveries to their workers as per BCPL safety norms (02 pair of cotton shirts & trousers, shocks and one pair of safety shoes per year). Contractor shall submit the copy of proof of distribution of above said safety kit & liveries to EIC.

In case the contractor fails to provide the same to his workers, BCPL shall distribute the safety kit & liveries to workers at the risk & cost of contractor and the cost of the same plus 20% BCPL's overhead will be deducted from contractor bill.



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22.28 No accommodation will be provided to the contractor/contracting firm.

22.29 The contractor has to pay wage components to the persons engaged by contractor in BCPL.

- i) Minimum wages : As notified by central government or state government from time to time (whichever is higher)
- ii) PF contribution including EDLI & Admn. Charges: 13.61% of wages
- iii) ESI contribution or insurance policy coverage under employee's compensation Act 1923: 4.75% of Minimum wages.
- iv) Bonus: 8.33% of wage (The same will be paid by the contractor to its employees during festival time. The bidder is requested to quote accordingly.)
- v) Death Gratuity: Gratuity will be payable only in cases of death 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.
- vi) Cost of safety cloth/shoes for plants/factories: Rs.1500/- per annum.
- vii) Leave wages: 8.33% of minimum wages.



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23. SCOPE OF WORK OF THE CONTRACTOR

- 23.1 These technical specification shall be applicable for the work covered by the contract and without prejudice to the various codes of practice, standard specifications etc. It is understood that contractor shall complete the work in all respect with the best quality of materials and workmanship and in accordance with the best engineering practice and instructions of Engineer-in-Charge.
- 23.2 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.
- 23.3 This specification defines the requirements for surface preparation, selection and application of paints on external surfaces of equipment, vessels, machinery, piping, ducts, structural steel, external & internal protection of storage tanks for all services.
- 23.4 Scope of work covered in the specification shall include but not limited to the following:
- (i) All un-insulated C.S. & A.S. equipment like columns, vessels, drums, storage tanks, heat exchangers, pumps, compressors, electrical panels and motors including fire water networks, chimney, flare lines etc.
 - (ii) All un-insulated carbon and low alloy piping, pipe fittings and valves (including painting of identification marks), furnace, ducts and stacks.
 - (iii) All items contained in a package units as necessary.
 - (iv) All structural steel work, pipe structural steel supports, walkways, gratings, handrails, ladders, platforms etc.
 - (v) Identification colour bands on piping as required including insulated aluminium clad, galvanized, SS and non-ferrous piping.
 - (vi) Identification lettering/numbering on all painted surfaces of equipment/piping insulated aluminium clad, galvanized, SS and non-ferrous piping.
 - (vii) Marking/identification signs on painted surfaces of equipment piping for Hazardous service.
 - (viii) Supply of all primers, paints and all other materials required for painting.
 - (ix) Over insulation surface of equipments and pipes wherever required until & unless specified.



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- (x) Painting under insulation for carbon steel and stainless steel.
 - (xi) Repair work of damaged pre-erection/fabrication shop primer and weld joints at field.
 - (xii) The following surfaces and materials shall not require painting until & unless specified.
 - a. Un-insulated austenitic stainless steel.
 - b. Plastic and /or plastic coated materials.
 - c. Non-ferrous materials like Aluminium, Galvanized “piping” and “Handrails” etc. except G.I. Towers.
- 23.5 The scope of work shall include the procurement and supply in sequence and at the appropriate time of all the standard painting materials and consumables required for the completion of work in all respect. The quoted price shall include the cost of all such materials and immediately after receipt of all painting materials (paints, primer, thinner, additives etc.) at site the same shall be informed to EIC or site engineers for inspection along with the test certificate, challan / invoice issued by paint manufacturer or its authorized dealer and datasheet and no material shall be used unless its inspection is cleared by EIC or representative nominated by EIC. The EIC shall have the right to test samples of paint at random for checking the quality of the paint. Proper record of all material inspection is to be maintained in a prescribed format.
- 23.6 Surface cleaning, Primer and Paint application. Relevant standards as mentioned in ‘**STANDARD/TECHNICAL SPECIFICATIONS FOR PAINTING**’ shall be followed for surface preparation followed by Primer application as per relevant SOR and then for Painting. Scaffolding materials and arrangement (Wherever required) is in the scope of Contractor. Also the Contractor shall maintain records for the stage wise inspection duly signed by the EIC or representative nominated by EIC.
- 23.7 Letters/numbers writing with preparation of suitable background of different sizes in proportionate thickness as per engineering practice of different Colour with F8 (Self priming high build epoxy coating) - with good contrast Colour wherever required on the piping system, equipments, structure’s, RCC beams / foundations etc.
- 23.8 Contractor shall submit work schedule & Planning for execution / Daily Progress Report / Monthly Progress Report to BCPL and taking measurement for billing after job completion in presence of BCPL Site Engineer.
- 23.9 The painting jobs are to be carried out during dry weather conditions and according to the paint manufacturer’s instructions and corresponding paint/primer specifications. During fog and rain condition the painting is not to be done.
- 23.10 All required tools, Brushes, Spray Gun, cleaning agents and cloths etc. required for painting



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job should be of suitable for work and in good condition and shall be arranged by the contractor at site in sufficient quantity.

- 23.11 The Contractor shall arrange & prepare for the scaffolding (inside or outside the equipments, wherever required) for the surface preparation, primer application, painting and inspection, which shall be removed after completion of the work. Supply & erection of scaffolding materials like pipes, clamps, etc of standard quality is in the scope of contractor and contractor has to quote the rates accordingly. No separate rates shall be paid on this account.
- 23.12 Standard size of scaffolding with platform area shall be 9 sq. mtr (3m x 3m) as minimum. However platform area may have to be increased as per safety requirements. Measurement of height of scaffolding shall be from base/platform where the scaffolding is actually erected.
- 23.13 The Contractor shall arrange the painting of the surfaces after getting clearance from EIC or Site-In-Charge. The paint container shall be inspected by the Inspector for proper Batch No. and Expiry date. The Contractor shall arrange for post painting inspection for required thickness of the paint. The colour and type of the paints are to be selected according to the service from colour code scheme as detailed below. The primer applications are detailed in "standard specifications for the shop & field painting. The manufacturer instructions shall be followed as far as possible at all times. Particular attention shall be paid to the following:
- a) Surface preparation prior to painting.
 - b) Mixing and Thinning.
 - c) Application of primer coats and finish paint coats in the recommended limits of time interval between the coats.
- 23.14 All nameplates, manufacturer's identification tags, machined surfaces, instrument glass, finished flange faces, control valve items and similar items shall be masked to prohibit coating disposition. If these surfaces are coated, the component shall be cleaned and restored to its original condition.
- 23.15 All Personnel Protective Equipments and safety items like helmet, safety shoes, safety belts, cotton uniform, goggles, cotton hand gloves, safety net, Aluminium ladder, Rope ladder, manila ropes, full body harness, etc required for job completion shall be arranged by the contractor.
- 23.16 Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of EIC or Site-in-Charge.
- 23.17 Any transportation work connected with contract or otherwise is under the contractor's scope and no separate rates are admissible on this account.
- 23.18 In general, the scope of work consists of activities, as per the specifications detailed in tender document and to be completed as per instruction of Engineer-In-Charge. Any other work not



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specifically mentioned above but required to complete the work as per specifications; drawings and instruction of Engineer-In-Charge shall also be responsibility of the contractor.

24.0 STANDARD/TECHNICAL SPECIFICATIONS FOR PAINTING:

24.1 The following codes and standards shall be followed for the work covered under this contract. EIL STANDARDS SPECIFICATION FOR FIELD PAINTING (6-44-0004 Rev-3).

IS-101 : Methods of test for ready mixed paints and enablers.

IS-2379:1990 : Indian Standard for Pipe line identification Colour Code.

ASTM : American Standard test methods for paints and coatings.

ASA A 13.1.1981 : Scheme for Identification of piping systems: American National Standards Institution.

24.2 Surface Preparation Standards: Following prescribed standards shall be followed for surface preparations:

Manual Hand Tool cleaning by Brass Chipping Tool, Wire Brush, Emery Paper, Fresh water Wash & Drying, Wiping by Dry Cloth or combination of above to remove all loose rust, loose mill scale, peeled off paint and loose metal flakes. Cleaned surface should give a shine finish.

24.3 For maintenance painting Surface cleaning of already painted surface shall be as per clause mentioned above, however Surface Preparation Standard Specification of Steel Structures Painting Council (SSPC-SP), USA shall be followed only as a broader guideline for manual tool cleaning or in case of surface preparation requirement of newly fabricated bare surface.

24.4 The paint manufacturer's instructions shall be followed as far as practicable at all times. Particular attention shall be paid to the following:

a. Instructions for storage to avoid exposure as well as extremes of temperature.

b. Surface preparation prior to painting.

c. Mixing and thinning.

d. Application of paints and the recommended limit on time intervals between coats.

24.5 All tools, brushes, rollers, spray guns, abrasive materials, hand/power tools for cleaning and all equipments, scaffolding materials, shot/ wet abrasive blasting, water blasting equipments & air compressors etc. wherever required to be used shall be suitable for the work and all in good order and shall be arranged by the contractor at site and in sufficient quantity.



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- 24.6** Mechanical mixing shall be used for paint mixing operations in case of two pack systems except that the Engineer-in-Charge may allow the hand mixing of small quantities at his discretion.
- 24.7** Mill scale, rust, rust scale and foreign matter shall be removed fully to ensure that a clean and dry surface is obtained. Surface preparation as per Clause mentioned above. Remove all other contaminants, oil, grease etc. by use of an aromatic solvent prior to surface cleaning.
- 24.8** Irrespective of the method of surface preparation, the first coat of primer must be applied on dry surface. This should be done immediately and in any case within 4 hours of cleaning of surface. However, at times of unfavourable weather conditions, the Engineer-in-Charge shall have the liberty to control the time period, at his sole discretion and/or to insist on re-cleaning, as may be required, before primer application is taken up. In general, during unfavourable weather conditions, blasting and painting shall be avoided as far as practicable.
- 24.9** Manual or hand tool cleaning is used only where safety problems limit, the application of other surface preparation procedure and hence does not appear in the specifications of paint systems. Hand tool cleaning normally consists of the following:
- a. Hand de-scaling and/or hammering using non-sparking tool
 - b. Hand scraping by brass chipping tool
 - c. Hand wire brushing
 - d. Cleaning by emery paper
 - e. Fresh Water Wash & Drying
 - f. Wiping by dry cloth
- 24.10** Rust, mill scale spares, old coatings and other foreign matter, shall be removed by hammering, scrapping tools, emery paper cleaning, wire brushing or combination of the above methods. On completion of cleaning, loose material shall be removed from the surface by clean rags and the surface shall be brushed, swept, deducted and blown off with compressed air steam to remove all loose matter. Finally the surface may be washed with water and dried for effective cleaning.
- 24.11** Surface shall not be coated in rain, wind or in environment where injurious airborne elements exists, when the steel surface temperature is less than 5 Deg F above dew point, when the relative humidity is greater than 90% or when the temperature is below 40 Deg F.
- 24.12** To the maximum extent practicable, each coat of material shall be applied as a continuous film uniform thickness free of probes. Any spots or areas missed in application shall be recoated and permitted to dry before the next coat is applied. Applied paint should have the



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desired wet film thickness.

- 24.13** Each coat shall be in proper state of cure or dryness before the application of succeeding coat. Material shall be considered dry for recoating when an additional coat can be applied without the development of any detrimental film irregularities, such as fitting or loss of adhesion of the under coat. Manufacturer instruction shall be followed for inter coat interval.
- 24.14** When the successive coat of the same colour have been specified, alternate coat shall be tinted, when practical, sufficiently to produce enough contrast to indicate complete coverage of the surface. The tinting material shall be compatible with the material and not detrimental to its service life.
- 24.15** Air spray application shall be in accordance with the following:
- a. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied, and shall be equipped with suitable pressure regulators and gauges. The air caps, nozzles, and needles shall be those recommended by the manufacturer of the equipment for the material being sprayed. The equipment shall be kept in satisfactory condition to permit proper paint application.
 - b. Traps or separators shall be provided to remove oil and condensed water from the air. These traps or separators must be of adequate size and must be drained periodically during operations. The air from the spray gun impinging against the surface shall show no condensed water or oil.
 - c. Ingredients shall be kept properly mixed in the spray pots or containers during application by continuous mechanical agitation.
 - d. The pressure on the material in the pot and of the air at the gun shall be adjusted for optimum spraying effectiveness. The pressure on the material in the pot shall be adjusted when necessary for changes in elevation of the gun above the pot. The atomizing air pressure at the gun shall be high enough to properly atomize the paint but not so high as to cause excessive fogging or paint, excessive evaporation of solvent, or less by over spray.
 - e. Spray equipment shall be kept sufficiently clean so that dirt, dried paint, and other foreign materials are not deposited in the paint film. Any solvents left in the equipment shall be completely removed before applying paint to the surface being painted.
 - f. Paint shall be applied in a uniform layer with overlapping at the edge of the spray pattern. The spray patterns shall be adjusted so that the paint is deposited uniformly. During application, the gun shall be held perpendicular to the surface and at a distance which will ensure that a wet layer of paint is deposited on the surface. The trigger of the gun should be released at the end of each stroke.



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- g. All runs and sags shall be brushed out immediately or the paint shall be removed and the surface repainted.
 - h. Areas inaccessible to the spray gun shall be painted by brush, if not accessible by brush, daubers or sheepskins shall be used.
 - i. All nameplates, manufacturer's identification tags, machined surfaces, instrument glass, finished flange faces, control valve items and similar items shall be masked to prohibit coating disposition. If these surfaces are coated, the component shall be cleaned and restored to its original condition.
 - j. Edges of structural shapes and irregular coated surfaces shall be coated first and an extra pass made later.
- 24.16** Airless spray application shall be in accordance with the following procedure as per steel structure paint Manual Vol.1 & Vol.2 by SSPC, USA. Air less spray relies on hydraulic pressure rather than air atomization to produce the desired spray. An air compressor or electric motor is used to operate a pump to produce pressures of 1,000 to 6,000 psi.
- 24.17** Paint is delivered to the spray gun at this pressure through a single hose within the gun, a single paint stream is divided into separate steams, which are forced through a small orifice resulting in atomization of paint without the use of air. This results in more rapid coverage with less over spray. Airless spray usually is faster, cleaner, more economical and easier to use than conventional air spray.
- 24.18** Airless spray equipment is mounted on wheels, and paint is aspirated in a hose that sucks paint from any container, including drums. The unit shall have inbuilt agitator that keep the paint uniformly mixed during the spraying. The unit shall consist of inbuilt strainer. Usually very small quantities of thinning are required before spray. In case of High Build epoxy coatings (two pack). 30:1 pump ratio and 0.020-0.023" tip size will provide a good spray pattern. Ideally fluid hoses should not be less than 3/8" ID and not longer than 50ft to obtain optimum results.
- 24.19** Brush application of paint shall be in accordance with the following:
- a. Brushes shall be of a style and quality that will enable proper application of paint.
 - b. Round or oval brushes are most suitable for rivets, bolts, irregular surfaces, and rough or pitted steel. Wide flat brushes are suitable for large flat areas, but they shall not have width over five inches.
 - c. Paint shall be applied into all corners.
 - d. Any runs or sags shall be brushed out.
 - e. There shall be a minimum of brush marks left in the applied paint.
 - f. Surfaces not accessible to brushes shall be painted by spray, daubers, or sheepskin.
- 24.20** Manual Application by sling (where 6 'O' clock position of pipe is not approachable) A canvas strip (alternatively a tinplate strip) about 450mm wide and 1.5M long is hold under the pipe by two men. Liquid coating is poured on the sling at each side of the pipe. The men

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holding this sling move it up and down and walk slowly forward while fresh coating is poured on the pipe and they manipulate the sling so that an even coating is obtained all-round the bottom. This work shall be done very carefully and by experienced personnel. There shall not be any formation of “Whiskers” and holes in the coating. The coating film shall be inspected by mirror.

- 24.21** For each coat the painter should know the WFT corresponding to the specified DFT and standardize the paint application technique to achieve the desired WFT. This has to be ensured in the qualification trial.
- 24.22** **Drying of coated Surfaces:** No coat shall be applied until the preceding coat has dried. The material shall be considered dry for re-coating when another coat can be applied without the development of any film irregularities such as lifting or loss of adhesion of undercoats. Drying time of the applied coat should not exceed maximum specified for it as a first coat: if it exceeds the paint material has possibly deteriorated or mixing is faulty.
- 24.23** No paint shall be force dried under conditions which will cause checking, wrinkling, blistering formation of pores, or detrimentally affect the condition of the paint.
- 24.24** No drier shall be added to paint on the job unless specifically called for in the manufacturer’s specification for the paint.
- 24.25** Paint shall be protected from rain, condensation, contamination, snow and freezing until dry to the fullest extent practicable.
- 24.26** **Repair of Damaged Paint Surfaces:** Where paint has been damaged in handling and transportation, the repair of damaged coating of pre-erection/fabrication shall be as given below:
- Quickly remove the primer from the damaged area by mechanical scraping and emery paper to expose the white metal. Blast-clean the surface if possible. Feather out the primer over the intact adjacent surface surrounding the damaged area by emery paper.
 - Apply primer and paint as per the specification as mentioned in SOR for that particular service requirement. All stages should also be followed for repair painting as mentioned in SCC.
- 24.27** **Documentation:**
- a. A written quality plan with procedure for qualification trials and for the actual work.
 - b. Daily progress report with details of weather conditions, particular of applications, no. of coats and type of materials applied, anomalies, progress of work versus programme.
 - c. Results of measurement of temperatures relative humidity, surface profile, film thickness, holiday detection, adhesion tests with signature of appropriate authority.



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- d. Particulars of surface preparation and paint application during trials and during the work.
- e. Details of non-compliance, rejects and repairs.
- f. Type of testing equipment and calibration.
- g. Code and batch numbers of paint materials used.
- h. Format for Progress Report. Material Inspection at site, Job Inspection for all types of job as per SOR and measurement sheet shall be prepared and offered for approved from EIC/INSPECTION CELL before starting of job at site. The same format shall be used from beginning to end of the job under this contract.

24.28 PAINT MATERIALS:

Paint manufacturers shall furnish all the characteristics of paint materials on printed literature, along with the test certificate for all the specified characteristics given in these specifications. All the paint materials shall be of first quality and conform to the following general characteristics as per the Tables given below.

Notes:

- Covering capacity and DFT depends on method of application. Covering capacity specified above theoretical. Allowing the losses during the application, minimum specified DFT should be maintained.
- All primers and finish coats should be cured and air drying unless otherwise specified.
- All paints shall be applied in accordance with manufacturer's instructions for surface preparation, intervals, curing and application. The surface preparation, quality and workmanship should be ensured.
- Technical data sheets for all paints shall be supplied at the time of submission of quotations.

24.29 Paint Storage: All paints and painting materials shall be stored only in rooms to be arranged by contractor and approval by Engineer-In-Charge for the purpose. All necessary precautions shall be taken to prevent fire. The storage building shall preferably be separate from adjacent building. A signboard bearing the words "PAINT STORAGE" NO NAKED LIGHT HIGHLY INFLAMMABLE" shall be clearly displayed outside.



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24.30 COLOUR CODING SCHEME FOR PIPES, EQUIPMENT, MACHINERY & STRUCTURES.

ANNEXURE-I

SR. No.	SERVICE	RECOMMENDED COLOUR FOR PAINT SYSTEM	RAL COLOUR CODE			
			BASE COLOUR		BAND COLOUR	
HYDROCARBON LINES (UNINSULATED)						
1	CRUDE SOUR	Dark Admiralty grey with 1 orange band	7012		2011	
2	CRUDE SWEET	Dark Admiralty grey with 1 red band	7012		3001	
3	LUBE OILS	Dark Admiralty grey with 1 green band	7012		6010	
4	FLARE LINES	Heat Resistant Aluminium	9006			
5	LPG	Orange with 1 oxide red band	2011		3009	
6	PROPYLENE	Orange with 2 blue bands	2011		5013	
7	NAPTHA	Orange with 1 green band	2011		6010	
8	M.S.	Orange with 1 dark admiralty grey band	2011		7012	
9	AV.GASOLINE (96 RON)	Orange with 1 band each of green, white and red bands	2011	6010	9010	3001
10	GASOLINE (regular, leaded)	Orange with 1 black band	2011		9005	
11	GASOLINE (premium, leaded)	Orange with 1 blue band	2011		5013	
12	GASOLINE (white)	Orange with 1 white band	2011		9010	
13	GASOLINE (Aviation 100/130)	Orange with 1 red band	2011		3001	



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14	GASOLINE (Aviation 115/145)	Orange with 1 purple band	2011	4006
15	N-PENTANE	Orange with 2 blue bands	2011	5013
16	DIESEL OIL (White)	Oxide red with 1 white band	3009	9010
17	DIESEL OIL (Black)	Oxide red with 1 yellow band	3009	1023
18	KEROSENE	Oxide red with 1 green band	3009	6010
19	HY.KEROSENE	Oxide red with 2 green bands	3009	6010
20	DISULFIDE OIL (EX-MEROX)	Oxide red with 1 black band	3009	9005
21	M.T.O	Oxide red with 3 green bands	3009	6010
22	DHPPA	Oxide red with 2 white bands	3009	9010
23	FLUSHING OIL	Oxide red with 2 black bands	3009	9005
24	LAB FS	Oxide red with 2 dark admiralty grey bands	3009	7012
25	LAB RS	Oxide red with 3 dark admiralty grey bands	3009	7012
26	LAB (Off. Spec)	Oxide red with 1 light grey band	3009	7035
27	N-PARAFFIN	Oxide red with 1-blue band	3009	5013
28	HEAVY ALKYLATE	Oxide red with red band	3009	3001
29	BLOW DOWN, VAPOR LINE	Off white / Aluminium with 1-Brown band	9006	8004
30	BLOWDOWN	Off white / Aluminium with 2 brown bands	9006	8004
31	A.T.F.	Leaf brown with 1 white band	8003	9010
32	TOULENE	Leaf brown with 1 yellow band	8003	1023
33	BENZENE	Leaf brown with 1 green band	8003	6010
34	LAB PRODUCT	Leaf brown with 1 blue band	8003	5013
35	FUEL OIL	Black with 1 yellow band	9005	1023
36	FULE OIL (Aromatic rich)	Black with 2 yellow bands	9005	1023
37	ASPHALT	Black with 1 white band	9005	9010
38	SLOP AND WASTE OILS	Black with 1 orange band	9005	2011



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39	SLOP AROMATICS	Black with 2 orange bands	9005	2011
CHEMICAL LINES				
40	TRI-SODIUM PHOSPHATE	Canary yellow with 1 violet band	1012	5000
41	CAUSTIC SODA	Canary yellow with 1 black band	1012	9005
42	SODIUM CHLORIDE	Canary yellow with 1 white band	1012	9010
43	AMMONIA	Canary yellow with 1 blue band	1012	5013
44	CORROSION INHIBITOR	Canary yellow with 1 Aluminium band	1012	9006
45	HEXAMETA PHOSPHATE	Canary yellow with 2 black bands	1012	9005
46	ACID LINES	Golden Yellow with 1 red band	1004	3001
47	RICH AMINE	Canary yellow with 2 blue bands	1012	5013
48	LEAN AMINE	Canary yellow with 3 blue bands	1012	5013
49	SOLVENT	Canary yellow with 1 green band	1012	6010
50	LCS	Canary yellow with 1 smoke grey	1012	7031
WATER LINES				
51	RAW WATER	Sky blue with 1 black band	5015	9005
52	INDUSTRIAL WATER	Sky blue with 2 signal red band	5015	3001
53	TREATED WATER	Sky blue with 1 oxide red band	5015	3009
54	DRINKING WATER	Sky blue with 1 green band	5015	6010
55	COOLING WATER	Sky blue with 1 light brown band	5015	1011
56	SERVICE WATER	Sky blue with 1 signal red brown	5015	3001
57	TEMPERED WATER	Sky blue with 2 green bands	5015	6010
58	DM WATER	Sky blue with 1 aluminium band	5015	9006
59	DM WATER ABOVE 150°F	Sky blue with 2 black bands	5015	9005
60	SOUR WATER	Sky blue with 2 yellow bands	5015	1013
61	STRIPPED WATER	Sky blue with 2 blue bands	5015	5013
62	ETP TREATED WATER	Sky blue with 2 oxide red bands	5015	3009
FIRE PROTECTION SYSTEM (ABOVE GROUND)				
63	FIRE WATER FOAM & EXTINGUISHERS	Post office red	3002	



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AIR & OTHER GAS LINES (UNINSULATED)				
64	SERVICE AIR	Sea green with 1 signal red band	6018	3001
65	INSTRUMENT AIR	Sea green with 1 black band	6018	9005
66	NITROGEN	Sea green with 1 orange band	6018	2011
67	FREON	Sea green with 1 yellow band	6018	1023
68	CHLORINE	Canary yellow with 1 oxide band	1012	3009
69	SO ₂	Canary yellow with 2 white bands	1012	9010
70	H ₂ S	Orange with 2 red oxide bands	2011	3009
71	GAS (Fuel)	Orange with 1 aluminium band	2011	9006
72	GAS (Sour)	Orange with 2 aluminium bands	2011	9006
73	GAS (Sweet)	Orange with 2 signal red band	2011	3001
74	HYDROGEN	Orange with 1 light green band	2011	6021
STEAM AND CONDENSATE LINES (UNINSULATED)				
75	HP STEAM	Off white / Aluminium with 1 yellow band	9006	1023
76	MP STEAM	Off white / Aluminium with 1 red band	9006	3001
77	MLP STEAM	Off white / Aluminium with 1 orange band	9006	2011
78	LP STEAM	Off white / Aluminium with 1 light green band	9006	6021
79	CONDENSATE	Sky blue with 1 white band	5015	9010
80	CONDENSATE ABOVE 150°F	Sky blue with 3 oxide red band	5015	3009
81	BFW	Sky blue with 2 red bands	5015	3001
Note: For all insulated steam lines, the colour coding shall be follow as given for un-insulated lines with the specified length of colour bands.				
INSULATED HYDROCARBON PIPING				
82	I/O SUPPLY	1Black ground colour with 1 yellow band in centre	9005	1023
83	I/O RETURN	Black ground colour with 1 green band in centre	9005	6010
84	HPS	Black ground colour with 1 red band in centre	9005	3001



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85	BITUMEN	Black ground colour with 2 red bands in centre	9005	3001
86	CLO	Black ground colour with 1 brown band in centre	9005	8004
87	VB TAR	Black ground colour with 2 brown bands in centre	9005	8004
88	VR AM (BITUMEN / VBU FEED)	1 Black ground colour with 1 blue band in centre	9005	5013
89	VR BH	1 Black ground colour with 2 blue bands in centre	9005	5013
90	VAC. SLOP	1 Black ground colour with 1 white band in centre	9005	9010
91	SLOP	1 Black ground colour with 1 orange band in centre	9005	2011
92	CRUDE SWEET	1 Dark admiralty grey ground colour with 1 red band in centre	7012	3001
93	CRUDE OUR	1 Dark admiralty grey ground colour with 1 orange band in centre	7012	2011
94	VGO / HCU	1 Oxide red ground colour with 2 steel grey bands in centre	3009	7011
95	OHCUT BOTOM / FCCU FEED	1 Oxide red ground colour with 2 steel grey bands in centre	3009	7011
UNINSULATED EQUIPMENTS, TANKS AND STRUCTURES				
96	HEATER STRUCTURE	Steel grey		7011
97	HEATER CASING	Heat resistant aluminium		9006
98	VESSELS & COLUMNS	Aluminium		9006
99	HYDROGEN BULLETS	Pink		3014
100	LPG VESSELS	Oxide red		3009
101	SO ₂ VESSEL	Canary yellow		1012
102	HEAT EXCHANGER	Heat resistant aluminium		9006
103	FO TANK AND HOT TANKS	Black		9005
104	ALL OTHER TANKS	Aluminium / Off white		9006
105	CAUSTIC / AMINE / ACID TANKS	Golden yellow		1004



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106	SOUR WATER	Sky Blue	5015
107	OUTER SURFACE IN BOILER HOUSE	Heat resistant aluminium	9006
108	COMPRESSORS AND BLOWERS	Dark admiralty grey	7012
109	PUMPS	Navy blue	5014
110	MOTORS & SWITCH GEAR	Bluish green	5024
111	HAND RAILING	Signal red	3001
112	STAIRCASE, LADDER AND WALKWAYS	Black	9005
113	LOAD LIFTING EQUIPMENT AND MONORAILS ETC	Leaf brown	8003
114	GENERAL STRUCTURE	Black	9005
PIPES AND FITTINGS OF ALLOY STEEL AND SS MATERIAL IN STORE			
115	IBR	Signal red	3001
116	9Cr-1Mo	Verdigris green	6021
117	5Cr-0.5Mo	Satin blue	5012
118	2 1/4Cr-1 Mo	Aircraft yellow	1026
119	1 1/4Cr- 1/2 Mo	Traffic Yellow	1023
120	SS-304	Dark blue grey	5008
121	SS-316	Dark violet	4005
122	SS-321	Navy blue	5014
SAFETY COLOUR SCHEMES			
123	DANGEROUS OBSTRUCTION	Black and alert orange band	9005 2008
124	DANGEROUS OR EXPOSED PARTS OF MACHINERY	Alert orange	2008

24.31 List of recommended manufacturers:

The paints shall conform to the specifications given above and the best quality in their products range of any of the following manufacturers:

ANNEXURE-II: LIST OF RECOMMENDED VENDORS

Indian Vendors

1. Asian Paints (I) Ltd., Mumbai
2. Berger paints Ltd., Kolkata
3. Kansai Nerolac Paints Ltd., Mumbai (including Ameron, USA Products).



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4. Chugoku Marine Paints Pvt. Ltd., Mumbai
5. Shalimar Paints Ltd., Kolkata
6. Sigma Kalon Marine and Protective Coatings (India) Pvt Ltd, Mumbai.
7. CDC Carboline Ltd., Chennai
8. Premier products Ltd., Mumbai
9. Coromandel Paints & Chemicals Ltd., Visakhapatnam
10. Anupam Enterprises, Kolkata
11. Grand Polycoats, Vadodara
12. Bombay Paints Ltd., Mumbai
13. Akzo Nobel Coatings and Sealants Pvt. Ltd., Bangalore
14. Cipy Polyurethanes Pvt. Ltd., Pune
15. Gunjan Paints Ltd., Ahmedabad
16. Advance Paints Ltd., Mumbai
17. VCM Polyurethane Paints (for polyurethane paints only)
18. Jotun Paints India Pvt Ltd, Chennai (Singapore)
19. Paladin Paints and Chemicals, Mumbai
20. Chembond Chemicals Pvt Ltd , Navi Mumbai
21. Aashish Coating Technologies Pvt. Ltd, Vadodara/Mumbai

Foreign Vendors

1. Sigma Kalon Protective Coatings, Singapore
2. Ameron, USA
3. Kansai Paints, Japan
4. Hempel Paints, USA
5. Valspar Corporation, USA
6. Akzo Nobel/International Coatings, UK
7. Jotun Paints, Singapore



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ANNEXURE-III

LIST OF RECOMMENDED MANUFACTURERS' PRODUCTS

Sl. No	Manufacturers Name	P2 Chlorinated Rubber Zinc Ph Primer	P4 Etch Primer/ Wash Primer	P6 Epoxy Zinc Ph. Primer	F9 Inorganic Zinc Silicate Primer/ Coating
1	ASIAN PAINTS (I) LTD.	ASIOCHLOR HB.ZN.PH.PRIMER RO PC 168	APCONYL WP636 (PC335)	APCODUR HB.ZP. PC433	APCOSIL 605
2	BERGER PAINTS LTD.	LINOSOL HIGH BUILD ZP PRIMER	BISON WASH PRIMER	EPILUX 610 HB PRIMER	ZINC ANODE 304 MZS
3	AMERON PRODUCTS	-	AMERCOAT 178	AMERCOAT 71/ 385P	DIMETCOTE-9FT
4	CHEMBOND CHEMICALS	KEMCHLOR 201	KEMGALVA GRIP A1	KEMOXY 301	KEMGUARD 501
5	SHALIMAR PAINTS LTD	CHLOROKOTE ZINC PHOSPHATE PRIMER GREY	TUFFKOTE ETCH PRIMER	EPIGUARD ZINC PHOSPHATE PRIMER GREY	TUFFKOTE ZILIKATE
6	SIGMA KALON INDIA PVT LTD,	SIGMA NUCOL UNICOAT 7321	SIGMA ETCH PRIMER (7185)	SIGMA COVER 256 (7412)	SIGMAZINC- 158
7	CDC CARBOLINE LTD.	-	-	CARBOLINE 893	CARBOZINC 11
8	PREMIER PRODUCTS LTD.	-	-	P-15/3A U-16/92	U17/92 ETHYL SILICATE INORGANIC ZINC
9	CORAMANDEL PAINTS & CHEMICALS LTD.	COROCLORE CR HB.ZN.PH PRIMER	CPC WASH PRIMER	COROPEX EPOXY ZN.PH. HIGH BILD PRIMER	CPC INORGANIC ZINC SILICATE PRIMER



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10	ANUPAM ENTERPRISES	ANUHLOR ZP PRIMER	ANUPRIME-291	ANUPAM ANLICOR A-EZP-500	ANUZINC 2001 TP
11	GRAND POLYCOATS	GP CHLOROPRIME 601	GP PRIME 401	-	GP PRIME 402
12	BOMBAY PAINTS LTD.	PENTA CHLOR HB PRIMER 8632	PENTOLITE WASH PRIMER 8520	PENTADUR PRIMER 8530	ZINC-O-SIL 75
13	HEMPEL MARINE PAINTS	HEMPA TEX HIGHBUILD 4633	-	HEMPEL'S SHOP PRIMER E1530	GALVASOL 1570
14	AASHISH COATING TECH-NOLOGIES				
15	AKZO NOBEL PAINTS	-	-	INTERGARD 251	INTERZINC 12/22
16	PALADIN PAINTS	VEGCHLOR HB PRIMER 1143	VEGWASH PRIMER 1181	VEGPOX 1241ZP	THERMOSIL1362 ZINC
17	VCM POLYURETHANE PAINTS				
18	JOTUN PAINTS		JOTA ETCH TWO PACK WASH PRIMER	EPOXY CQ SPECIAL ZINC PHOSPHATE	RESIST-86
19	KCC PRODUCTS (KOREA)				EZ 180(N)
20.	CHUGOKU MARINE PAINTS PVT. LTD.	-	-	CAMIDECK PRIMER	GALBONS HB
21.	KANSAI NEROLAC PAINTS LTD.	NEROLAC HB CR ZINC PHOSPHATE PRIMER	NEROLAC ETCH PRIMER	NEROLAC EPOXY ZINC PHOSPHATE PRIMER	NEROSIL 118



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LIST OF RECOMMENDED MANUFACTURERS PRODUCTS (Cont. ...)

S n	Manufacturers Name	F2 Acrylic- Polyurethane Finish Paint	F3 Chlorinated Rubber Finish Paint	F6A/B High Build Epoxy Finish Paint	F7 High Build Coal Tar Epoxy Coating
1	ASIAN PAINTS (I) LTD.	APCOTHANE CF676 (PC 1109)	ASIOCHLOR CF 621 (PC 319)	APCODUR HB COATING PC 1262	APCODUR CF 651/655(PC 131/471)
2	BERGER PAINTS LTD.	BERGER ACRYLIC PU FINISH	LINOSOL CHLORINATED RUBBER HB COATING	EPLIUX 04 AND 78 HB EPOXY COATING	EPILUX 555
3	AMERON	AMERCOAT 450GL	AMERCOAT 515	AMERCOAT 383 HS	AMERCOAT 78HB
4	CHEMBOND CHEMICALS	KEMTHANE 411	KEMCHLOR 211	KEMOXY 324	KEMOXY 314
5	SHALIMAR PAINTS LTD	SHALITHANE FINISH	CHLORKOTE HB FINISH	EPIGARD TL FINISH POLYAMINE/ POLYAMIDE	BIPIGARD CTE ZL BLACK HB COAL TAR EPOXY COATING
6	SIGMA COATINGS.	SIGMADUR GLOSS (7528)	SIGMA NUCOL FINISH 7308	SIGMA GUARD 720	SIGMACOVER 300 (7472)
7	CDC CARBOLINE LTD.	CARBOLINE 132	-	CARBOLINE 191	CARBO- MASTIC-14
8	PREMIER PRODUCTS LTD.	U3/92 POLYURETHANE	CR-71, CR FINISH PAINT	42B/4A HIGH BUILD EPOXY	350/3A, COAL TAR EPOXY COATING
9	CORAMANDEL PAINTS & CHEMICALS LTD.	COROTHANE SUPER PU FINISH	COROCLORE CR FINISHING	COROPEX EPOXY HB COATING	COROPEX EPOXY COAL TAR COATING
10	ANUPAM ENTERPRISES	ANUTHANE ENAMEL	ANUCHLOR HB ENAMEL	DURACOAT-6000	COROGUARD
11	GRAND POLYCOATS	GP BOND 141	GP CHLOROGAURD 631	GP GUARD HP234	POLYGUARD CE



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12	BOMBAY PAINTS LTD.	PENTATHANE FP 4510	PENTACHLOR FB 4635	PENTADUR HB 5540/5520	PENTADUR COALTAR EPOXY 8518/6518
13.	HEMPEL MARINE PAINTS	-	HEMPATEX HIBUILD 4633	HEMPADUR HIGH BUILD 5520	HEMPADUR 1510
14.	AASHISH COATING TECH	GA 1110 PU-UB		GA701 HB	
15	AKZO NOBEL COAITNGS	INTERTHANE 990	-	INTERGARD 966 / 410	INTERTUF 262 (TAR FREE TYPE)
16	PALADIN PAINTS	VEGTHANE (ALIPHATIC)	VEGCHLOR FP3140	VEGEPOX 3245/3562	VEGEPOX 4265
17	VCM POLYURETHANE PAINTS	PIPCOTHANE ALIPHATIC POLYURETHANE FINISH PAINT			
18	JOTUN PAINTS	HARDTOP XP		PENGUARD HB	JOTAGUARD 85
19	KCC PRODUCTS (KOREA)			KOEPOX TOPCOAT HB ET 5740	EH 173
20.	CHUKOGU MARINE PAINTS PVT LTD.	UNY MARINE	-	EPICON MARINE FINISH HB	BISCON HB 2001/ACHB
21.	KANSAI NEROLAC PAINTS	NEROTHANE ENAMEL	NEROLAC HB CHLORINATED RUBBER ENAMEL	NEROPOXY HB 262/6061	NEROLAC EPOXY COAL TAR POLYAMINE/POLY AMIDE CURED.



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LIST OF RECOMMENDED MANUFACTURERS PRODUCTS (cont. ...)

Sl. No.	Manufacturers Name	F8 Epoxy Mastic Coating Surface Tolerant	F-11 Heat Resistant Synthetic Medium Aluminium Paint	F-12 Heat Resistant Silicone Aluminium Paint	F-15 Two Pack Ambient Temperature Curing Epoxy Phenolic Coating
1	ASIAN PAINTS (I) LTD.	APCODOR CF 640	ASIAN HR ALUMINIUM PAINT (PC 300)	HR SILICONE ALUMINIUM PAINT (PC 189)	
2	BERGER PAINTS LTD.	PROTECTO MASTIC	FERROTOL HR ALUMINIUM PAINT	LUMEROS HR SILICONE AL. PAINT(HR/143)	BERGER EPOXY PHENOLIC COATING
3	AMERON	AMERLOCK 400		AMERCOAT 878	
4	CHEMBOND CHEMICALS	KEMGUARD 555	KEMGUARD 250HR	-	-
5	SHALIMAR PAINTS LTD	EPIPLUS 556	HEAT RESISTING LUSTROL ALUMINIUM	LUSTOTHERM HS SILICONE ALUMINIUM	EPIGARD TL 543 HS FINISH
6	SIGMA COATINGS.	SIGMA COVER 630 (7428)	HIGH TEMPERATURE RESISTANT EPOXY SYSTEM UPTO 200°C	SIGMATHERM 540/SUPER THERMOVIT 600	SIGMA PHENGUARD 930 SYSTEM
7	CDC CARBOLINE LTD.	CARBO MASTIC-15	CARBOLINE 1248	CARBOLINE 4674	
8	PREMIER PRODUCTS LTD.	BH EPOXY MASTIC 150B/150A			
9	CORAMANDEL PAINTS & CHEMICALS LTD.	-	SILVOTOL HR ALUMINIUM PAINT	CPC SILICONE HR ALUMINIUM PAINT	
10	ANUPAM ENTERPRISES	ANU-MASTIC-102	-	ANUPAM HEAT GUARD.	



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Sl. No.	Manufacturers Name	F8 Epoxy Mastic Coating Surface Tolerant	F-11 Heat Resistant Synthetic Medium Aluminium Paint	F-12 Heat Resistant Silicone Aluminium Paint	F-15 Two Pack Ambient Temperature Curing Epoxy Phenolic Coating
11	GRAND POLYCOATS	GP PRIME GUARD 235	-	-	
12	BOMBAY PAINTS LTD.	PENTADUR MASTIC 5515	KANGAROO HHR ALUMINIUM 4950	PENTHOLITE HRR ALUMINIUM 4951	
13.	HEMPEL MARINE PAINTS	HEMPDUR 1708			
14	AASHISH COATING TECH	GA700SPE	-	-	-
15	AKZO NOBEL COATINGS	INTERSEAL 670HS	INTERTHERM 891	INTERTHERM 50	INTERTHERM 228
16	PALADIN PAINTS	VEGEPOX MASTIC 2285	VEG HR AL PAINT	VEG HHR AL PAINT 600 DEG C	
17	VCM POLYURETHANE PAINTS	-	-	-	-
18	JOTUN PAINTS	PRIMASTIC UNIVERSAL	JOTUN AL PAINT HR 250 DEG.C	SOLVELITT AL SILICONE PAINT	TANKGUARD STORAGE
19	KCC PRODUCTS (KOREA)	EH 4158H		QT 606	
20.	CHUKOGU J&N LTD.	UMEGUARD MT/SX			
21.	KANSAI NEROLAC PAINTS LTD.	NEROMASTIC 400	NEROTHERM 250	NEROTHERM 538	



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24.32 PAINT SYSTEMS: The paint system should vary with type of environments envisaged in and around the plants. Three types of environment as given below are considered for selection of paint system. The paint system is also given for specific requirements.

PRIMERS:

F-8: Self priming surface Tolerant High Build Epoxy coating

FINISH COATS/PAINTS:

F-2: Acrylic – Polyurethane finish paint

F-11: Heat resistant Synthetic medium based Aluminium paint

F-12: Heat resistant Silicone Aluminium paint.

24.33 SUBMISSION OF MATERIALS DOCUMENTS FOR BCPL'S APPROVAL:

Contractor will submit the following documents along with Technical Bid for technical bid evaluation.

- a. Technical specifications & catalogues of paints and primers to be used at site.
 - b. Brand names of paints & primers to be used at site.
-



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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.



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- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



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- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to 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 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



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SECTION-VIII

SCHEDULE OF RATES [SOR]



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SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)

**SUB: ANNUAL RATE CONTRACT FOR PAINTING WORKS IN BCPL-LEPETKATA
PLANT FOR A PERIOD OF 01 YEAR**

**SCHEDULE OF RATES
PART - I - UNPRICED BID
ATTACHED AS A SEPARATE SHEET**



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**SUB: ANNUAL RATE CONTRACT FOR PAINTING WORKS IN BCPL-LEPETKATA
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PART - II - PRICED BID

ATTACHED AS A SEPARATE SHEET

**(PLEASE GO TO OUR E-TENDER PORTAL,
SOR TO BE QUOTED UNDER E-MODE ONLY).**