



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



Brahmaputra Cracker and Polymer Limited

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

TENDER NO: BCPL/C&P/LE16W205ND/00166

Dated 24.01.2017

TENDER DOCUMENT

FOR

“HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR A PERIOD OF 2 YEARS”

Tender Submission Date & Time	:	14.02.2017 at 14:30 Hrs
Tender Opening Date & Time	:	14.02.2017 at 15:00 Hrs
Tender Fee		Not Applicable

EMD Amount	:	Rs. 61,500/-
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TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



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.



TENDER NO:

BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS”

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 copies of Bids are acceptable?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. 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 Centre 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.

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



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%.



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SECTION - I

INVITATION FOR BIDS [IFB]



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt. 24.01.2017

PROSPECTIVE BIDDERS

SUB: SERVICE CONTRACT FOR “HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS”

TENDER NO.: BCPL/C&P/LE16W205ND/00166

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	Period of Contract for this work will be 24 months , reckoned from the date as mentioned in the letter of award.
II	Tender Fee		Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs. 61,500/-
IV	BID DUE DATE & TIME	:	14.02.2017 up to 1430 Hrs
V	OPENING OF UNPRICED BID	:	14.02.2017 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.
VII	VENUE FOR OPENING OF UNPRICED BIDS		Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE		01.02.2017 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building,

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



		PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

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

A Pre-Bid conference (PBC) is scheduled **on 01.02.2017 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and



Conditions of tender document. For participation contact Ch. Manager (C&P) / Dy. Manager (C&P) Phone No. 0265 2914635 ; Email ID: neeta.dutta@bcplindia.co.in .
This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Neeta Dutta]
Dy. Manager [C&P]
Ph: +91-0373-2914635;
E-mail: neeta.dutta@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 contract of 'similar nature' in any reputed Petrochemical complex / Petroleum Refinery / Chemical Plant / Fertilizer Plant / Gas Processing complex/ LPG Plant/ Power plant / Steel Plant having value not less than **Rs.7.7 Lacs** (Excluding Service Tax) in previous seven (07) years to be reckoned from the due date of unpriced bid opening.

NB: Definition of 'similar nature':

(a) Supply and installations of insulation for piping, equipment, vessels, exchangers

AND/OR

(b) Repair & maintenance of insulation including supply of insulation material for piping, equipment, vessels, exchangers.

1.1.2 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.

Note:

i) Bidder shall be required to submit documents as per details at **1.3** below.

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 & 1.2:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against execution of order	a) Bidder must submit the Copy of single Work Order/LOA for the work which has been executed towards "Supply and installations of insulation for piping, equipment, vessels, exchangers AND/OR Repair & maintenance of insulation including supply of insulation material for piping, equipment, vessels, exchangers," along with the details of SOR items & scope of work. b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point "a" above. The <u>Completion Certificate</u> must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion certificate</u> 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 a Rate / Maintenance Contract	a) Bidder must submit the Copy of detailed Work Order/LOA for executing Rate / Maintenance Contract which is still running for "Supply and installations of insulation for piping, equipment, vessels, exchangers AND/OR Repair & maintenance of insulation including supply of insulation material for piping, equipment, vessels, exchangers," along with the details of SOR items & scope of work.



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
			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 <u>Execution certificate</u> should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).
	1.2	Financial Experience Criteria- 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-contractors are not acceptable.
- (iii) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.
- (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 shall be done on over all L1 basis excluding Service Tax.*

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

2.4 **PPP Policy 2012**

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

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

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

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SECTION-III

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



SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III **INSTRUCTIONS TO BIDDERS [ITB]**

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

[A] – GENERAL

1 SCOPE OF BID

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

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

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

- (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.

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

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

- 2.7 **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.**

- 2.8 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 FOR THIS TENDER

6 SITE VISIT-NOT APPLICABLE

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : 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 the Manual Two Bid system.** The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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



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

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.



- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

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

13 SERVICE TAX



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

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

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

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.

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

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

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

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

13.5.1 While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, **i.e. either on actual service portion or deemed service portion.**



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



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

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

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

13.10 Tax Deducted at Source [TDS]

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

13.11 Income Tax

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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



16 EARNEST MONEY/BID SECURITY- :Rs. 61,500/-

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



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

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

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

17 PRE-BID MEETING (IF APPLICABLE)

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

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

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

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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA



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

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

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

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

20 **E-PAYMENT**

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

[D] – SUBMISSION OF BIDS

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



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

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

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

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

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

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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

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



- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

- 26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.
- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.



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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,



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

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

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

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

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

37 SIGNING OF AGREEMENT

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

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT



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

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

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

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

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

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

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

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

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



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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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

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

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

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



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

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

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

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

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

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

41 AHR ITEMS

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

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

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

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

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



42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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

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



- 45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.



46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

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

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT



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

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

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

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

51. CHECK MEASUREMENT

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

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.
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.



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.
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.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
53. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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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.
- “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.

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

- (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. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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



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

10. **ERRANT BIDDER**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to 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. In case Service Tax department brings to the notice of BCPL that a Party has not paid to the credit of the Government the Service Tax collected from BCPL, then party will be put on holiday for a period of six months after following the due procedure.

.....



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

1.2 QUALITY PERFORMANCE **40 Marks**

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

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

1.3 RELIABILITY PERFORMANCE **20 Marks**

A.	FOR WORKS/CONTRACTS	
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-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/LE16W205ND/00166				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. Neeta Dutta , 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: Neeta.dutta@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):				

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR "HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS "



	<u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE16W205ND/00166
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Ms Neeta Dutta , 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: Neeta.dutta@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: Neeta.dutta@bcplindia.co.in; Date: 10.01.2016 Time: 15:00 Hrs.



E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table><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: [Not applicable in this tender] 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 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 :								



	<table><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
Clause no. 27.3 of GCC	Bonus for Early Completion: <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				



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 (NOT APPLICABLE)
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER (NOT APPLICABLE)
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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	_____

**TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR "HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF
EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS "**



	[Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
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	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS

TENDER NO.: BCPL/C&P/LE16W205ND/00166

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Dear Sir (s),

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

M/s-----having their Registered/Head
Office at----- (hereinafter called the Bidder) 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 Bidder as a condition precedent for participation in the said Tender which amount is liable
to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----having our Head Office -
------(Local Address) guarantee and undertake
to pay immediately on demand without recourse to the bidder 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 Bidder.

This guarantee shall be irrevocable and shall remain, valid up to----- (This date should
be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). 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: _____



**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 alongwith documentary evidence.

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR A PERIOD OF 2 YEARS

TENDER NO.: BCPL/C&P/LE16W205ND/00166

Dear Sir,

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

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

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

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

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

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



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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:



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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:



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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:



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We _____
hereby undertake to give the irrevocable & unconditional guarantee to you that if default
shall be made by M/s. _____ in performing any of
the terms and conditions of the tender or in payment of any money payable to M/s
Brahmaputra Cracker and Polymer Limited we shall on first demand pay without
demur, contest, protest and/ or without any recourse to the contractor to you 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. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.



7. 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.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

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AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess	ST:% EDU. CESS:% SWATCH BHARAT CESS:%
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, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as 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	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	
15.	Confirm the noneof Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS

TENDER NO.: BCPL/C&P/LE16W205ND/00166

Dear Sir,

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

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

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

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

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

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR "HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS "



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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 & nos. of	Value of Contract/ Order <i>(Specify Currency Amount)</i>	Date of Commence ment of Services	Scheduled Completion Time (Months)	Date of Actual Completi on	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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 alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs 49500		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/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 THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the unpriced bid.</i>	YES	NO
A	ORDER COPY	Duly Authenticated / Attested	YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	Duly Authenticated / Attested	YES	NO
C	POWER OF ATTORNEY	Duly Authenticated / Attested	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC (NOT APPLICABLE)			
5.	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value excluding taxes & duties (valid up to 3 months		YES	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				



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

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



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

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

NB:

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. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc	
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing	

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

		Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
C	3RD 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. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
D	4th Order/LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



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

D2		Order No. & Date		
D3		Brief Details/Name (Nature) of Supply		
D4		Contract/Order Value		
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 iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC (NOT APPLICABLE)

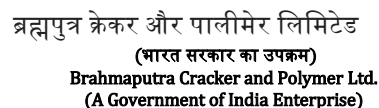
[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- 1. Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- 2. Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- 3. Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA	Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
			Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:		
		Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e FY: FY: 2015-2016, 2014-2015 & 2013-2014 [to be reckoned from bid due date] along with un-price bid uploaded /submitted.	Yes / No	
		FY: 2015-2016	Yes / No	
		FY: 2014-2015	Yes / No	
		FY: 2013-2014		

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS ”



TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICES FOR NON DESTRUCTIVE INSPECTION OF EQUIPMENTS/ PROCESS ASSETS OF BCPL LEPETKATA FOR A PERIOD OF TWO YEARS”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

F-15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE *(NOT APPLICABLE)*

(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

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-16

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

Instructions:

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

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



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F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING
AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

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 : _____

**TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS
INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS"**



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Brahmaputra Cracker and Polymer Ltd.
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F-18

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



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SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR A PERIOD OF 2 YEARS"



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

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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

(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:

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT & SCOPE OF WORK

[SCC]

TENDER NO: BCPL/C&P/LE16W205ND/00166 FOR “HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR A PERIOD OF 2 YEARS”



SCOPE OF WORK & TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION NO: 1

I. STANDARD SPECIFICATION FOR COLD INSULATION OF VESSELS, PIPING AND EQUIPMENT

1. **SCOPE:** This specification covers technical requirements and produces for the applications of self-extinguishing type insulation (rigid polyurethane foam) to vessels, equipments, heat exchangers, pump, piping and instruments.

2. GENERAL REQUIREMENTS:

- 2.1 Insulation shall be provided to all vessels, equipments, heat exchangers, columns rotary equipments, piping, etc. containing fluids or vapour, for which it is necessary to:
a) Maintain low temperature for process control.
b) Avoid surface condensation.
- 2.2 Protection of Material during Storage: Insulation material must be protected against any damage, from delivery to finish cladding; decking and covering with tarpaulins alone are not considered sufficient protection from weather for any length of time and shall not be permitted. Insulation material slabs and sections shall be stored on a flat surfaces in a horizontal position, insulation materials shall never be stocked directly on the ground. The contractor shall provide covered storage for insulation material as directed by the Engineer- in –charge.
- 2.3 Protection of Partially Completed Jobs: All precautions shall be taken to ensure that each day's work is vapour sealed and cladded during erection and before being left over night to prevent seepage of water into the materials and getting trapped. The system shall be protected by tarpaulins, water shed and other protective means.
- 2.4 Hydrostatic Test: Insulation shall be applied on vessels, heat exchangers, piping and other equipment only after successful completion of hydrostatic test. In case insulation work start before completion of hydrostatic test, all welded and mechanical joints shall be left exposed for testing and subsequently insulated after successful completion of the hydrostatic test.
- 2.5 Co- Ordination with Other Agencies: Contractor shall work in close co- ordination with the erection contractor. Wherever temporary supports are provided the contractor shall remove these and provide the necessary insulation wood blocks.
- 2.6 Extent of Insulation:
2.6.1 Items Requiring Insulation:
2.6.1.1 All attachments and projections such as vessels supports structural steel attached to vessels, piping hanger supports, instrument connections connected directly to cold insulated piping, vessels and equipment, shall be cold insulated up to a distance of 4 times the adjoining insulation thickness.
2.6.1.2 All flanged joints, manhole covers, etc, shall be cold insulated with removable box insulation.
2.6.2 Items not Requiring Insulation
2.6.2.1 Bonnet of valves above the packing glands.
2.6.2.2 Nameplates, stamping and code inspection plates on vessels & equipments.



3.0 **INSULATION MATERIAL:**

3.1 General: All material used for insulation, fixing, sealing and portion shall be new and all insulation material whether dry or wet shall be non- corrosive to the surfaces insulated.

3.2 Insulation material for insulation piping, vessels and equipment in cold service shall be given below.

Operating temperature range

-1950c to +800c

Insulation material

Polyurethane foam (PUF).

3.3 Form of insulation shall be as follows:

Preformed Pipe Section / Cast In Situ / Slabs / Radial Lags

3.4 Dimensions of preformed sections for piping insulation shall be seined by the outside diameter and insulation thickness. Tolerances for preformed sections shall be as under:

Outside parameter

-0%, + 5%

Concentricity

+ - 3% OD

Bore

+2mm

-0 mm

Length width and thickness slabs.

+ -2mm

3.5 The material used shall not disintegrated, change it's from composition, in a detrimental way, at the services conditions.

3.6 The insulating material shall be chemically insert, moisture free, rot and vermin proof.

3.7 Preformed half section and slabs shall be provided having their longitudinal and circumferential forces flat and smooth so as to make with the mating sections at the whole ends of the preformed half sections shall be flat and perpendicular to the centre lines.

3.8 Polyurethane Foam:

3.8.1 The insulation material shall be rigid preformed cellular urethane foam of self-extinguishing type of accordance with ASTM C 591, Type II, Grade 2 or applicable Indian standards. The foam shall be formulated in such a way that if shall be of a self-extinguishing quality which under no circumstances shall cause fire to spread.

3.8.2 Composition

The insulation material shall be produced by reacting poly is cyanates with polyhydroxy compounds and expanded with a fluorocarbon blowing agent .the finished foam of slobbs or half sections shall be uniform closed shell structure , free foam unrelated materials shrinking and deformation.

3.8.3 Density

The density of finished foam shall be within 35.0 kg/M3 TO 39.9 KG/m3 and shall be determined in accordance with ASTM C-302 or applicable Indian standards.

3.8.4 Thermal Conductivity

Thermal conductivity of the polyurethanes foam slobbs and sections shall not exceed 0.019 K Cal /hr.m deg .16 BTU/fr2 hr oF/in) at 100c mean temperature after ageing. The thermal conductivity shall be tested by the method prescribed in ASTM C 335 or applicable Indian standards.

3.8.5 Closed Cell Contents :

The closed cell contents shall be at least 95% by volume.

4.0 **ANCILLARY MATERIALS:**

4.1 Wire Netting, Lacing & Binding Wire:

Wire netting shall be galvanized 24 SWGx20mm to secure insulation blocks. Lacing and stitching wires shall be 22 SWG galvanized iron wire respectively.



- 4.2 Bands:
Bands shall be aluminium, of dimensions 20 mm width x 24 SWG, unless specified otherwise.
- 4.3 Adhesive:
The adhesive to be used for bonding polyurethane sections shall be of foster / Microplast / Equivalent compatible for -1900C to 800C.
- 4.4 Vapour Seal
The vapour seal for polyurethane insulation shall be foster fire retardant mastic 60-30 or equal. In case of non-availability of foster's mastic, bitumen emulsion mastic inculcate grade T-12 or equivalent shall be as an alternative.
- 4.5 Filler Material
Polyurethane foam dust mixed with specified adhesive shall be packed tightly so as to fill irregular voids and at contraction joints.
- 4.6 Joint Sealer
The joint sealer to be used for sealing polyurethane insulation joints and at flashing of insulation shall be foster foam seal sealer 30-45 .
- 4.7 Glass Cloth:
The glass cloth to be used for vapour barrier reinforcement shall be open weave 10 mesh glass cloth having glass fibre thickness of 5 mils.
- 4.8 GI sheets for cladding over the insulation.
- | Application | GI sheet gauge |
|---|----------------|
| a) For pipes, vessels and equipment | 24SWG |
| B) For valves, flanges and other areas where Mechanical damage is likely to occur. Slight modification may be done as per the Instructions of BCPL. | 22 SWG |
- 4.9 Anti Corrosive Paints:
- | | |
|-----------------------------|---|
| Shop primer | Red oxide zinc chromate primer |
| Type | single pack, air drying |
| Composition | water resisting phenolic resin medium pigmented with zinc chromate red oxide. |
| Application | by brush or spray |
| Drying time | 4-6 hours |
| Over coating | 16 hours |
| Practical covering capacity | 10-12 sq. meters per liter at a D.F.T. of 25 microns. |
- A primer coat of red oxide zinc chromate shall be applied on all carbon steel and alloy steel piping and equipment before application of cold insulation. Items made of stainless steel and other non-ferrous alloys shall not be pointed but shall be wrapped with 0.1 mm Aluminium foil before application of cold insulation.
- 4.10 Bituminized Roofing Felt Bituminized self-finishing roofing felt shall confirm to IS 1322, type 3, grade 1.

5.0 APPLICATION:

5.1 General

The following applies to all types of cold insulated equipment's and piping.

- 5.1.1 Surface Preparation: The surfaces of tanks, vessels, piping and valves etc, on which cold insulation is to be applied, shall be free of duct, loose point of any other foreign matter. The surface irregularities shall be filled up with approved filler. One coat of anti-corrosive primer



- shall be applied over the carbon / alloy steel surfaces to be insulated and allowed to dry before application of insulation.
- 5.1.2 Insulation Thickness and Limit Insulation thickness shall be in accordance with the equipment data sheet and piping line schedule. For piping / vessels to be insulated for anti-condensation, the insulation thickness shall be as per table- I and II.
- 5.1.3 Vapour Barrier
A 3.0 mm (wet) thick coating of vapour seal mastic shall be applied to the surface of the insulation as soon as possible after erection, to reduce the time the insulation is exposed to the weather to minimum. Whilst this coat is still wet glass cloth shall be laid over the surface and embedded in the mastic. Care shall be taken to ensure that the glass cloth is laid smooth and free from wrinkles, and that no pockets of air are trapped beneath the surface. At junctions in the glass cloth, the overlap shall not be less than 75mm. a second 3mm thick coat of mastic shall be applied after approximately twelve hours. When dry, this coating shall be minimum of 1.50mm thickness. Care must be taken, however to ensure that the individual coats are not greater than 3mm (especially in corners); otherwise same cracking of dried coat may result. The total dry film thickness of vapour seal shall not be less than 2.05 mm with a tolerance of - 0% to +50%. The mastic shall not be applied over wet insulation or until the adhesive is dry. During this drying time that insulation shall be protected from the weather by alkothenes' film tarpaulin or similar materials approved by the engineer – in – charge.
Where joints have been left un-insulated, a complete vapour seal as specified above shall be applied to the exposed end of the insulation and flashed weather tight on to the metal.
- 5.1.3 When specified on a pipe line or vessel drawing or where deemed necessary to allow movement and contraction of the pipe or vessel without producing random cracking of the insulation, contraction joints shall be provided in the insulation. at contraction joints location , provision shall be made in GI cladding to accommodate contraction of pipe or vessel. The following steps shall be taken:
a) Both longitudinal and circumferential joint in insulation shall be staggered.
b) Contraction joints shall be providing at an interval depending on a pipe or vessel material contraction / expansion coefficient and temperature. Unless otherwise specified contraction joints shall be provided at an interval of 6.0M a straight run of pipes or vessels operating at temp. -400c & below.
c) Contraction joints in horizontal vessel insulation shall be close to support point while on vertical pipes & vessels, the same shall be provide of support ring location and at interval of 4.0M straight run.
d) A contraction joint shall consist of 12mm gap in the insulation, loosely packed with filter material, to a depth of 6mm less than the adjacent insulation thickness. 6mm gap thus left shall be filled up by approved non-setting compound (foam seal 30-45 sealer or equivalent) and finished smooth with the surface of insulation. Vapour barrier which shall cover the joint shall be applied only after the compound has dried. Expansion / contraction joints.
- 5.1.4 Stainless steel piping & equipment:
All pipes vessels and equipment of stainless steel construction shall be wrapped with 0.1 mm thick aluminium foil with an overlap of 50mm having barium chromate sealer interposed in the joint prior to application of insulation. Foil shall be secured in position by aluminium bonds, taking every precaution to avoid formation of pin holes or cracking in the aluminium foil. Cladding shall be done after the insulation and vapour barrier exactly the same way as for other pipes and equipment.



- 5.1.6 For all pipes , vessels , equipment etc lying in a corrosive environment where sulphur dioxide or other corrosive media are likely to be present stainless steel bonds / clips shall be used to secure aluminium cladding in position.
- 5.1.7 Field Welding Field welding of clips or other insulation support on any vessel or piping, subjected to the pressure of operating fluid shall not be permitted. However field welding on non-pressure parts to install insulation support etc can be permitted with prior approval of the engineer – in –charge, but extreme care shall be taken so that welding does not result in decrease of material thickness of excessive burning of metal.
- 5.2 Application Vessels & Equipment
- 5.2.1 General
Individual vessel and tank drawings indicate the location of insulation supports furnished by the owner. However additional supports are exchangers where ever required, to facilitate application of insulation and securing of insulation shall be provided by the contractor at his own cost. All surfaces shall be prepared before application of insulation.
- 5.2.2 Single Layer Insulation
Insulation radical lags / performed sections of handy sizes shall be installed on to the surfaces of vessels adhering to each other with applicable joint sealer and secured in position by G.I wire netting and aluminium bands at an interval of 225 mm. There shall be no through joints and the insulation shall not be banded to the vessel.
- 5.2.3 Multilayer Insulation
The inner layer of insulation shall be bonded to the vessel with the applicable adhesive. Subsequently layers of insulation shall be bonded to the preceding layer, with the applicable adhesive. The joint sealer shall be applied to the ends and edges of all sections, including those in the inner most layer to seal all joints .Core shall be taken to ensure that the adhesive is evenly spread over the entire surface of application and the insulation is closely butted to each other both longitudinally and circumferentially . All the layer except the final shall be secured in position by metallic bands at an interval of 225 mm while the final; layer shall be first secured with G.I wire net and then with metallic bands at an interval of 225 mm. Bands shall be staggered on successive layers . There shall be no through joints in the insulation.
- 5.2.4 Filling
All the cracks and voids in the main insulation shall be filled up with applicable fillers material.
- 5.3 Vertical Vessels
- 5.3.1 Shell (Cylindrical)
Slabs in handy sizes as given below shall be applied resting onto the supports with joints tightly butted, staggered & adhering to each other with applicable adhesive and secured in position by circumferential metallic bands at a pitch of 225mm. For vessels up to 2.5 M O.D. – radical lags of suitable width. For vessels over 2.5M O.D. – radical lags, however the procedure given below can be used as an alternative. Flat insulation slabs of width not more than 300 mm shall be cut longitudinally to have notch (s) of suitable size spaced at suitable spacing , so as to form a radical segment suitable size spaced at suitable spacing , so as to form a radial segment suitable for the profile of the vessels shell. However extreme care shall be taken to ensure that no air pockets are formed in the finished insulation. All insulation joints shall be sealed with applicable joint sealer. Where more than one layer is used, each layer shall be banded separately.
- 5.3.2 Top Heads



Shaped insulation sections shall be installed on top head, bonded and butted tightly to each other. Insulation shall be held in position by making use of galvanized iron floating ring (25mm x 0.6 mm) placed over the insulation and positioned in the centre of the head so as not to touch the nozzle at the vortex. The insulation shall be held in position by use of radial metallic bands, one end of which shall be fastened to the floating ring and the other end shall be anchored to the bond (s) place around the cylindrical section close to the head. Radial bands shall be spaced on 300 mm centre measured around the circumference of the vessel. The final layer of insulation shall be held in position also by metallic wire net locked at the nozzle location by 2-3 loops of 10 SWG galvanized wire and to the wire net over insulation on the shall at the cylindrical section close to the head. When there exists no nozzle at the top of the vortex, the insulation shall be held in position by wire netting and metallic bonds stretched over the head and on chord on the cylindrical section close to the head by circumferential metallic bonds (s) on the shall and near the head.

5.3.3 Bottom Heads:

In all the skirts supported vessels insulation supports are provided inside the skirt. Floating ring and wire loops around the nozzle and bonds shall be used to support downward facing of insulation. Such floating ring shall be positioned centrally around the nozzle but over the insulation by radical bonds on chord to the logging support angle ring fixed inside the skirt at the pitch of 300 mm measured over the support angle ring.

If nozzle does not exist, metallic bonds shall be stretched across the bottom head and on chord with logging support angle ring inside the skirt. All the wire ends of wire netting shall be cut short and turned into the insulation.

5.4 Horizontal Vessels

The insulation radical logs handy sizes shall be installed in close contact with the faces to be insulated and held in position by G.I wire netting and metallic bands at a pitch of 225mm. where more than one layer is required, each layer shall be banded separately. The bands for successive layer shall not coincide with each other. Wire netting on the final layer shall be applied and ends shall be laced together by lacing wire before putting the metallic bands. Insulation sections on the vessel heads shall be secured in position by wire netting and metallic bands stretched across the heads and anchored to circumferential metallic band(s) on the shell near the heads. Anchoring of bands measured on the circumference of shall be at a pitch of 225 mm.

5.5 Tank Insulation Material and method of application for tanks shall be the same as specified for vessels. Flat GI sheets for weather proofing shall be used exactly in the same manner as specified for other vessels.

5.6 Spherical Vessels

Before commencing the application of insulation, the contractor shall ensure that exterior surfaces have been prepared. Shaped insulation to fit curvature of sphere shall be bonded to the vessel with applicable joint sealer. The inner layer of insulation shall be held in position by 20mm x 20SWG aluminium bands at 300 mm max. Centres at the equator. These bonds are filed up with the floating rings of 180mm dia made of 15mm dia .S.S rod at top and bottom of the sphere. The bands being staggered on successive layers and the clips of the bonds being recessed into the insulation over the outer layer, galvanized wire netting shall be spread over and laced together.

5.7 Vapour Barrier Vapour barrier shall be applied on all the vessels as described above.

5.8 Metal Sheet Finishing

5.8.1 Horizontal Vessels



The insulation shall be covered with GI sheeting with all the longitudinal and circumferential joints having on overlap of minimum 50mm. All longitudinal and circumferential joints shall be sealed with suitable approved bituminized mastic sealer. GI sheeting shall be secured in position by metallic bands on the shell at a max. Pitch of 425mm. All the longitudinal joints with overlap of 50mm in the GI sheet shall be kept below the horizontal plane passing through the axis of the vessels to prevent water or the spillage for entering into the insulation. Jacketing for dished heads shall be fabricated from radial segments with the radial overlap of minimum 50mm the sheeting shall be secured in position by radial tensioned metallic band stretched over the heads. One ends of each band is anchored the circumferential band(s) on the shell while the other is fastened (pop rivetted) to 6 mm dia. Floating rod ring which can be replaced by 6mm. thick strip (G.I.) rolled in the form of a ring. Radial metallic bands, measured over the circumference of shell, shall be a pitch of 300mm. all the sheet metal joints shall be properly sealed with approved sealing mastic.

5.8.2 Vertical Vessels

The GI sheeting shall be adequately rolled and installed over the insulation such that all the longitudinal joints are staggered. All the longitudinal and circumferential joints shall have an overlap of 50mm minimum and suitable sealed with approved mastic sealer. GI sheeting shall be secured in position by tensioned metallic bands installed circumferentially at a max. pitch of 425mm.

5.8.2.1 Top Heads

Insulation shall be covered with flat GI jacket fabricated in segmental form with lapped joints properly sealed with approved mastic sealer. Over lapping of sheet metal joints shall not be less than 50mm. GI jacket shall be secured in position by radial tensioned metallic band (s) of vessel on one side and fastened to 6mm dia. Floating rod ring, centralized at the vertex of head on the other side. 6mm thick metallic strip rolled into a ring can be the substitute 6mm dia rod. Pitch of radial bands measured over the circumferential bands of shell be max. 300mm.

5.8.2.2 Bottom Heads

GI sheeting shall be installed exactly in the same manner as indicated for the top heads.

5.8.3 Spherical Vessels

Cladding of each hemisphere of spherical vessel shall be done with GI sheets placed horizontally and a thick circumferential tensioned band (6mm thick) shall be used at the equator to hold the radial metallic bands.

5.8.4 Others

Opening in metal jackets for nozzles, man ways, brockets etc. shall be cut as close as possible for a snug fit.

5.9 Flashing

All opening through insulation finish shall be flashed weather tight particularly where connections are not insulated. Flashing shall be carried out. Skirt supported vessels shall have the skirt insulation inside and outside for at least 600mm below the tangent line or such that temp. of adjacent non insulated surfaces of the skirt shall not be below dew point. Proper flashing and sealing shall be done on skirt where insulation and subsequent metal finish terminate.

5.10 Exchanger Insulation

Exchanger shells except for channel and channel shall be insulated and weather proofed as specified for vessels. Exchanger channels and channels cover including flange bolting shall be insulated with removable GI covers lined with insulation slabs of required thickness.



5.11 Machinery

In general, removable GI boxes lined with slab insulation of required thickness shall be used for insulation of machinery after giving a coat of individual pieces of equipment depending on the nature of items to be insulated to the Engineer – in – charge at site for approval.

5.12 Application-Piping

5.12.1 General

Insulation shall be applied ensuring that piping to be insulated is properly instilled, supported and tested.

5.12.2 Horizontal Piping

5.12.2.1 Piping surface shall be cleaned of loose rust, mill scale, grease, dust or any other foreign contamination and surfaces preparation shall be done.

5.12.2.2 The insulation shall be applied to pipes in half round sections in reasonably handy sizes. Where insulation thickness required is greater than 50mm or that the metal temp. is below -40 °C, multilayer construction shall be followed with all the joints staggered in successive layers.

5.12.2.3 The inner layer of insulation shall be bonded to the piping with applicable adhesive. Subsequently layers of the insulation shall be bonded for the preceding layers with the above adhesive. Joint sealer shall be applied to the ends and edges of all sections for sealing all longitudinal and circumferential joints. Adhesive shall be applied evenly and the half sections shall be closely butted to each other both longitudinal and circumferentially.

5.12.2.4 All the insulation layers except the final shall be secured in position by metallic band of an interval of 225 mm, while the final layer shall first be secured with GI wire netting and then metallic bands at an interval of 225mm. Bands shall be staggered on successive layers.

5.12.2.5 Insulation of piping shall be stopped short to flanges to allow for withdrawal of bolts for fitting, the insulation shall be completed by applying cut segments of the same insulation sections used for pipes.

5.12.2.6 Any cracks or irregularities in the external surface of insulation sections shall be filled up by applicable fillers material.

5.12.2.7 For long run of pipes, the ends of insulation sections shall be seated of at 12M intervals and vapour barrier carried down up to the material surface.

5.12.2.8 Contraction joints shall be provided at an interval of 6.0 M.

5.12.3 Vapour Barrier

Vapour barrier shall be applied over the insulation.

5.12.4 Metal Sheet Finishing

Vapour barrier (after it has dried) shall be protected by cladding in with specified GI sheeting. All joints between adjacent GI sheets shall be staggered and grooved with a minimum overlap of 25mm, and suitable sealed with approved sealer. The longitudinal joints shall have single grooves while the circumferential joints shall have two grooves. GI bands / clips at an interval of 425mm shall be used to secure the GI cladding in position. self-trapping screws shall not be used. For pipes, vessels and equipments lying in a corrosive environment where sulphur dioxide is likely to be present, stainless steel bonds / clips spaced at intervals of 425mm shall be used to secure the GI cladding in position.

5.12.5 Vertical Piping

Insulation, vapour barrier and metal sheet finishing shall be performed as specified for horizontal piping. Contraction joints shall be provided. Insulation support / spacer rings shall



- be provided at an interval of 4.0M. (If other insulation supports are not ready existing on the pipe).
- 5.12.6 Pipe Supports & Hangers In all supporting arrangements of both horizontal and vertical piping, dry hard wood pipe support bearing blocks coated with fire retardant point / mastic shall be used. Metal cradles, metal pipe supporting and hangers shall be attached to outside of the pipe support bearing blocks are not directly to bore pipe. Provision shall be made to prevent seepage of water into the insulation from pipe hangers.
- 5.12.7 Flanges & Valves Removable covers shall be provided over all flanges and valves. Loose fill mineral wool backed up by slab insulation of thickness equal to that on adjacent pipe shall be applied. GI covers over the valves and flanges shall be fitted with quick release clips. This application shall be proposed for each case by the insulation contractor and approved by the BCPL.
- 6.0 **COLD INSULATION OF PIPING LOCATED AT OR BELOW GROUND LEVEL AND WHERE THERE IS A LIKELYHOOD OF FOOT TRAFFIC.**
- 6.1 Material of insulation shall be polyurethane.
- 6.2 Bituminized self-finishing roofing felt shall be wrapped over the final layer of vapour barrier after it has fully dried, with an overlap of minimum 50mm both an longitudinal and circumferential joints.
- 6.2.1 The roofing felt shall be secured with the specified galvanized iron wire netting, laced with 20SWG galvanized iron wire.
- 6.2.2 A 3mm thick bitumen emulsion mastic shall be applied for water and weather proofing.
- 6.2.3 When bitumen emulsion has completely dried, the surfaces shall be painted with two coats of bitumen based aluminium paint.
- 7.0 SAFETY :The insulation contractor shall provide adequate protective applications like banned gloves , masks , glasses etc, to the workman carrying out the insulation work, to protective them from in holing and touching insulation dust and fibres.
- 8.0 GUARANTEE
- 8.1 The insulation contractor shall submit along with the work, authentic test certificate confirming that the insulation material offered confirm to the requirements of this specification and the standards mentioned therein. Any deviation shall be clearly stated.
- 8.2 The insulation contractor shall guarantee the following.
- 8.2.1 The insulation and ancillary material are new and unused and confirm to the standards mentioned in the specification.
- 8.2.2 The operating thermal conductivity shall be as specified.
- 8.2.3 The workman ship in execution of the insulation works shall be accordance with sound engineering practice.

NOTE: REFER attached drawing

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TECHNICAL SPECIFICATION NO: 2
STANDARD SPECIFICATION FOR HOT INSULATION OF VESSELS, PIPING AND EQUIPMENT

1.0 General

1.1 Scope

- 1.1.1 This specification covers design and material requirements for above ground , external insulation of piping and equipment operating between ambient temperature and 5500c for the purpose of heat conservation , process stabilization , temperature maintenance , personnel protection and fire protection . Where necessary this specification indicates the basis for selecting a criterion.
- 1.1.2 This specification is suitable for use in outdoor services with normal process plant atmosphere. Alternative designs and materials would be specified by owner if necessary for corrosive atmosphere or potential leaks and spills of chemicals.

2.0 Design Basis

2.1 Criteria:

- 2.1.1 Heat conversation insulation is designed for economic thickness and to limit cold surface temperatures below 650c with 200c ambient temperature in still air conditions.
- 2.1.2 Insulation is not desired for piping and equipment for which heat loss is desired – excepting for personnel protection or to avoid thermal stress problems.
- 2.1.3 Insulation is required for any of the following purpose ,
- Heat conservation
 - Process stabilization to assist process control
 - Steam tracing
 - Electric tracing
 - Hot water or solvent tracing (liquid)
 - Hot oil tracing
 - Steam jacketing
 - Hot oil jacketing
 - Fire hazard protection to prevent fast boil off the liquid.

Personnel protection applicable where exposed surface temperatures exceed 65 0c in normal or short term operating conditions. Over internally insulated piping and equipment, provide open mess metal guard and for surfaces which are not internally insulated provide insulation on that part of surfaces with which operating and maintenance personnel may come in contact while performing routine duties.

The actual extent of insulation shall be determined by field construction Personnel and / or operating Personnel using the following criteria: exposed surfaces operating above 650c and located within 600 mm horizontally or 2100mm vertically of a normal access, walkway or work area.

- 2.1.4 Instruments and associated piping subject to operating flow and / or temperature conditions prevailing in the connected piping or equipment shall be insulated to the same requirements as that of piping equipment.
- 2.2 Extent of Insulation on Piping Systems.
- 2.2.1 Insulated piping systems shall have straight pipe, bends, tees and pipe fittings completely insulated.



- 2.2.2 All valves and flanged joints shall be completely insulated only in steam, condensate service. Hot oil lines and in lines which are trace heated or jacketed to maintain temperatures.
- 2.2.3 For bucket and float type traps the inlet piping trap shall be insulated.
- 2.2.4 Insulation on inlet piping to thermostatic and thermodynamic steam trap shall terminate at approximately 500mm before the trap.
- 2.2.5 Steam trap outlet piping other than closed condensate recovery system shall not be insulated except for personnel protection reasons.
- 2.2.6 Instrumentation to be insulated, such as a level gages, level controllers, level switches, dip cells, shall have their fluid containing sections and the associated piping completely insulated, including pipes, valves and fittings.
- 2.2.7 Insulation shall be designed to provide an absolute minimum clearance of 25mm between the outside surface of any insulation finishing material and adjacent surfaces.
- 2.2.8 Where insulated horizontal piping is supported on steel shoes, the height of the shoe shall be such that the underside of the insulation finishing material is clear of the supporting structures upon which the shoe rests by 25mm minimum.
- 2.3 Extent of Insulation on Equipment :
- 2.3.1 Support skirts of insulation vertical vessels greater than 1200mm diameter shall be insulated both internally and externally for a minimum distance of 600mm below the bottom tangent line. The insulation shall terminate not less than 300mm above the support concrete or steel work.
- 2.3.2 Support skirt of insulated vertical vessels of 1200 mm and less shall be insulated externally only.
- 2.3.3 Bottom heads of insulated vertical vessels enclosed by a support skirt shall be insulated only when the vessel outside diameter is greater than 1200mm.
- 2.3.4 Turbines and steam ends of reciprocating pump shall be insulated for heat conversation.
- 2.3.5 Liquid ends of pump shall be insulated when heat traced or jacketed.

3.0 Materials:

3.1 General

- 3.1.1 All material shall be of high quality and good appearance. This specification covers materials – mineral wool, glass wool, rock wool, calcium silicate, ceramic fibre, etc.
- 3.1.2 Insulations materials shall be of low chloride content , chemically insert , non- sulphurous , rot proof , vermin proof, impervious to hot water and steam , non – injurious to health and non-corrosive to steel and aluminium (even if soaked in water at ambient temperatures for extend periods).
- 3.1.3 The use of insulation or finishing materials containing ASBESTOS in any form is not permitted.
- 3.1.4 Insulation and jacketing material backed with paper or other flammable material is not acceptable.
- 3.1.5 Many common flammable liquids such as oil butanol, di-ethanolamine and hexonal will react and start fires when they leak into inorganic absorbent insulations. Such absorbent insulations can store large quantities of combustible liquids should a leak occur.
- 3.1.6 Insulation materials have been classified into two categories – water absorbing and non-water absorbing. Non water absorbing insulants like poly-isocynurate and cellular glass are recommended for services up to 1250c. Water absorbing insulants like ferrous insulants and calcium silicate can be used for all temperatures except for electrically traced pipe. But for low temperature (i.e. up to 1250c) services a suitable moisture barrier shall be used since the service is too low temperature evaporate moisture, rain or hose water absorbed.



3.2 **Insulation Material:**

3.2.1 Fibrous Material (Rock & Glass Wool)

3.2.1.1 shall be a performed insulation and shall be of long fibred rock or glass material processed from a molten state into fibrous from bonded with a binder and suitable for the intend operational temperature range from ambient to 5500c . Slag wool is not acceptable.

3.2.1.2 Unless otherwise specified herein, insulation material shall strictly conform to all the requirement of quantity standards listed below.

Performed pipe insulations	IS: 9842: latest issue
Metal mesh covered bonded	IS ; 8183 for piping & equipment
Mineral fiber blanket &	faced on one side with 20mm galvanized no.
Blanket type pipe insulation	22 SWG. Wire mesh, stitched through with
	22 SWG . galvanized lacing wire :
	Mattress for lined covers shall be
	faced on one side with 20mm
	galvanized 22SWG wire mesh stitched
	through with 22SWG galvanized lacing wire.

Mineral fiber block & board thermal insulation. IS :8183 latest issue.

3.2.1.3 Insulation shall confirm to following requirement and shall tested and test certificate on representative samples furnished to GIL.as per IS : 8183/IS: 9842 (latest issue) for conformance to each of the following requirements.

Density	140 to 150kg/m ³ (density shall be with in this range and Density test shall be as per IS: 5688/ IS 3144(latest issue)
Shot content (IS 3144)	shot shall not be more than 5mm in any dimension: shot content, when sieved as follows, shall not exceed as per below: IS sieve: shot content, percent (IS: 460 by mass (max.) latest issue)
	500 micron 5
	250 micron 15
moisture content) and moisture absorption) IS : 3144)	not more than 2%.
Incombustibility IS : 3144	Incombustible loss in weight not more than 3%
Thermal conductivity (IS : 3346)	
* Mean Temperature 0c	Thermal Conductivity mw/Cmoc
50	0.43
100	0.52
150	0.62
200	0.68
250	0.80
300	0.90



* mean temperature is hot face temp. + Cold face temp.

Sulphur content not more than 0.6 percent
(IS: 3144)

Linear shrinkage not more than 2 % when subjected to soaking conditions (IS: 3144)
of soaking heat at the started maximum temperature of use (5500c) for 24 hours

Heat resistance When heated to max .temp. (5500 C), sample shall (IS: 3144)
maintain its general form and shall not surface visible deformation of the fibrous structure.

Compressive Strength 120 kg/m³ (average)
Minimum at 10% deformation

Recovery after compression after compression to 75% of the original (IS: 8184-
Appendix 'A' thickness, recovery shall not be less
IS: 9842- Appendix 'A') than 90% of the original thickness.

Alkalinity (IS: 8183 Appendix 'B' pH of the solution of the material shall be
IS: 9842 Appendix 'B' between 7.0 and 10.0

Chloride content (IS : 3144) not to exceed 20 ppm.

Dimension pipe section

Hollow cylinder, split length wise on one or both sides of the cylindrical axis. Tolerance in length & thickness: +-3mm

When insulated on the pipe of the specified size, sections shall fit snugly and shall have tight longitudinal and circumferential joint.

Blanket

Unless otherwise specifically required, standard width shall be 600 to 1200mm standard length 1500 to 2400mm.

Tolerance in length & thickness: +-3mm

Block and boards (IS: 8183)

Lengths: 1000 to 1400mm

Widths: 500 to 1000mm

Tolerance: width, length 7 thickness: +-3mm

3.2.2 RIGID MATERIAL (CALCIUM SILICATE)

3.2.2.1 Calcium Silicate:



Calcium silicate block and pipe thermal insulation shall be composed principally of hydrous calcium silicate reinforced with mineral fibers (except stag wool) in shall be asbestos free , it is suitable for all temperatures . insulation shall confirm to following requirements and shall tested and test certificates on representative samples furnished to GIL as per IS : 8154 (latest issue) for conformance to each of the following requirements:

Bulk density	200 to 350 kg/m ³ to be tested an per IS : 5688
Compressive strength (for flat surfaces only . waived for curved sections)	reduction in thickness shall not exceed 10% when tested per IS : 5688 dry under load of 415 kN/m ² this test is and wet (after 18 hrs immersion in water) under a load of 170 Even though CL.1.6.3.4 Of IS :5688 indicates 5% deformation , test should be conduct for 10% deformation.
Flexural strength	average min. shall be 240 kN/m ² when tested per IS : 5688
Heat resistance	when tested per IS : 5724, under conditions of soaking at for 24 hrs at 650 deg c. max. linear shrinkage : 2% max. loss in weight : 15% compressive strength : reduction in thickness under a load of 345 kN/m ² : 10% max.
Thermal conductivity	when tested as per IS : 3346 , shall be: mean temp. oc Thermal conductivity max. mw/cm deg. 100 0.65 150 0.75 200 0.80
Moisture content	not to exceed 7.5% by mass, when tested as per Annex.A IS 8154
Alkalinity	pH of the solution of the material shall be between 7.0 and 10.0 when tested for appendix B, IS : 8154
Chloride content	not to exceed 20PPM when tested as per IS: 3134 . For Stainless steels special quality, with inhibitors, with less than 10PPM
Dimensions	Flat Blocks : shall be free from wrap . all mating faces shall be plane and edge shall be square to the surfaces and



to one another
Length: 500, 6000 or 900mm
Width: 150,300 or 600mm,
Thickness : 25 , 30,40,50,60& 75 mm

Beveled lag : Length: 500, to 900mm width: 150mm
Thickness : 25 , 30,40,50,60& 75 mm

Curved segment (radius & beveled lags)
Length: 500, to 1000 mm
Thickness : 25 , 30,40,50,60& 75 mm
For curved surface having external radius grater than 110mm

Pipe sections : hollow cylindrical shapes slit in half lengthwise (in a plane including the cylindrical axis) or as curved segments . upto 14” pipe size,only hallow cylindrical shapes silt in half lengthwise shall be used.
Length: 500, to 1000mm
Diameter : to fit standard size of pipe.
Thickness : 25 , 30,40,50,60& 75 mm

Dimensional Tolerance	flat block, beveled & curved segments	pipe sections
Length:	+3mm	+3mm
width:	+3mm	-
Thickness	+3mm	+3mm

3.2.3 General

Periodical checks for density , thickness , shape and size as per above requirements shall be repeated at site , as per norms and frequency decided art site , as per the direction of BCPL site- in – charge . Special attention is required for fibrous material as its installed thickness could be reduced due to compaction affecting performance.

All the codes mentioned shall be the latest issue. BCPL shall have right to inspect any or all the tests conducted on insulation material by manufacturer at his shop or any laboratory.

3.3 Weather protection jacket:

3.3.1 Aluminium / GI jacketing shall be used as weather protection over insulation unless otherwise specified . Aluminium shall be ASTM B209 alloy 3003 H16 or IS: 737 designation 31000 (old NS3) condition H3 for flat sheets and H4 for corrugated sheets. (or applicable Indian standards shall be followed) . GI shall be as per IS 277 Cladding shall be coated on the side in contact with the insulation with the bitumen anti- corrosive paint.

3.3.1.1 Fibrous Material (Mineral wool-Rock & Glass Wool)

For pipelines , equipments , vessels , tanks , spheres , columns ,
Exchangers , etc : GI (24 SWG)



For pipelines , equipments , vessels , tanks , spheres , columns ,
exchangers : AL (22 SWG)

For valves , flanges , steam trap, etc : GI (22SWG)
For valves , flanges , steam trap, etc : AL (18SWG)

3.3.1.2 Rigid material (calcium silicate)

For pipelines , equipments , vessels , tanks , spheres , columns ,
Exchangers , etc : GI (24 SWG)

For pipelines , equipments , vessels , tanks , spheres , columns ,
exchangers : AL (22 SWG)

For valves , flanges , steam trap, etc : GI (22SWG)

3.4 Ancillary Materials

3.4.1 Aluminium Foil to Protect Stainless Steel Surfaces Shall be 0.19mm (36SWG) thick per
ASTM B209 alloy 3003 H16 or IS : 737 designation 31000 (old NS3) condition H3.

3.4.2 Securement Bands / Wires

3.4.2.1 If material is aluminum, then specification shall be ASTM B209 alloy 3003 H16
or IS : 737 designation 31000 (old NS3) condition H3. if stainless steel, it shall be
18/8.

3.4.2.2 For securing aluminium foil on stainless steel surfaces band,
24SWG thick x20mm wide, aluminium.

3.4.2.3 For Securing Fibrous Insulation
On piping Band 24SWG thick x12 (min) wide, aluminium.

On equipments Band 24SWG thick x20 wide, aluminium.

On vertical storage tanks Band, galvanized steel, 40mm wide x 3mm thk. Galvanizing per IS
: 277

Horton sphere Band, stainless steel, 25mm wide x 0.8mm (min) thk.

3.4.2.4 For Securing Rigid Insulation

On piping upto 16" OD wire , annealed , galvanized steel, 16SWG Galvanizing per class -2, (heavy coating of zinc, nominal 600 g/m²) per is : 277.

On piping 18" OD and larger Band , galvanized steel , 20 wide x 24SWG thick , galvanizing
per above (same as for piping upto 16" OD)

On vertical & horizontal vessels Band , galvanized steel , 20 wide x 24SWG thick ,
galvanizing per above (same as for piping upto 16" OD).

3.4.2.5 For Securing Cladding On Insulation (Both Fibrous And Rigid)

For piping Band , aluminium , 12mm (min) wide x 24SWG thick ,



On equipment Band , aluminium , 20mm (min) wide x24SWG thick ,

On vertical storage tanks Band, stainless steel, 25mm wide x 24SWG thick.

On spheres Band, stainless steel, 25mm wide x 24SWG thick.

Rivets required for metal jacket securement shall be the expanding aluminium “pop” blind eye type, 9.5mm long x 5mm diameter.

Screws required for metal jacket securement shall be cadmium plate steel self-tapping type A No. 8 dia x 12mm long to BS 4176 complete with neoprene washer under the head.

3.4.5 ‘S’ and ‘J’ clips formed from 25mm side stainless steel banding.

3.4.6 To ensure perfect water proofing all the cladding joints shall be packed with sealing materials which may either be in the form of a elastomeric sealing compound or fibre based bituminous felt strips.

4.0 Application

4.1 General

4.1.1 The applications method, given in this standard is general in nature. The contractor is responsible for applying an insulation system that will give a satisfactory operational performance and the requirements given herein shall be regarded as the acceptable minimum. The contractor shall carryout the work in accordance with the best practices of insulation application with the minimum of waste and derbies and the final job shall have a neat efficient and work like appearance.

4.1.2 All hydrostatic testes on piping and equipment, including steam tracing systems, shall be carried out before insulating material is applied. The insulation contractor shall only insulated those sections of the plant that has been specifically released for such work by the engineer – in – charge. If insulation must be installed before pressure test, then all welds and flanged joints in the pipe shall be left uncovered till successful competition of pressure test. Then insulation shall be completed

4.1.3 Surface to be insulated shall be thoroughly cleaned, dried and made free from lose scale, oil or grease. It shall be the contractor responsibility to remove loosely adhering scale and dirt before applying insulation.

4.1.4 Corrosion Prevention

4.1.4.1 Carbon steel and alloy piping and equipment with normal operating temperature of 125 0 C and below shall be protected against corrosion by painting with a 20 microns (min) dry film thickness of heat resistant aluminium paint suitable for the above temperature . While for equipment’s (vessels, exchangers, tanks and spheres), this coating shall be provided by equipment fabricator, for piping, it shall be provided by insulation contractor.

4.1.4.2 Insulation cement shall not be used on stainless steel piping or equipment. 4.1.4.3 All insulated austenitic stainless steel piping and equipment insulated with

Calcium silicate, rock or glass wool shall be protected against chloride attack as follows for operating temperatures upto 4500c the surfaces shall be wrapped with 0.19 mm thick aluminium foil with 50mm overlap at longitudinal and circumferential joints before application of insulation. All joints of the aluminium foil shall have barium chromate primer interposed. Aluminium foil shall be firmly secured on the stainless steel surface by aluminium bands at a pitch of 500mm. Care shall be taken while applying aluminium foil ensure that the foil that the foil is not punctured at any place during wrapping and clamping



with aluminum bands. For operating temperature above 4500c the stainless steel surfaces shall be painted with two coats of heat resistant silicon aluminum paint as follows

Type : single
Composition : silicon resin based with aluminium flakes as pigment Dry film
thickness : 20 microns / coat (min)
Other requirements : it should be suitable to with stand temperatures up to
600 deg c when the paint becomes dry the painted
surfaces
shall show no discontinuity.

- 4.1.5 The insulation contractor shall not carry out any welding or drilling on plant equipment and piping.
- 4.1.6 Insulation shall be finished, beveled and weather proofed at all terminal points where it is required to remove bolts etc. without damage to the insulation.
- 4.1.7 Equipment name plates shall remain visible after insulation has been applied by bevelling back the insulating material and carefully sealing the exposed edge to prevent ingress of moisture.
- 4.1.8 All projections, such as lifting lugs, trunnions and stiffeners on piping and equipment (i.e. vacuum rings) shall be insulated with the same thickness of insulation as specified for the equipment item or pipeline.
- 4.1.9 The removal bosses, pressure tapping and weep hole nipples shall not be insulated in but left accessible.
- 4.1.10 Double layer insulation shall be required when the insulation thickness is greater than 75mm. insulation installed in two or more layers shall be staggered joint construction and each layer shall be secured in place and details of securement shall be the same for each layer.
- 4.1.11 Wet or damaged insulation shall not be used under any circumstances. Insulation material to be applied shall not be kept over bare ground to avoid water absorption. Installed material awaiting its protective cover shall be adequately protected from damage, rain and contamination and shall be covered with cladding at a minimum loss of time.
- 4.1.12 A minimum clearance of 25mm between outside surface of any insulation finish and adjacent equipment, pip or structural members shall be mentioned.
- 4.1.13 Insulation supports shall not project out of the insulation outer surface and shall be given sufficient coverage of insulating material to avoid hot spots on th metallic cover at support positions.

4.2 Piping:

4.2.1 Material

4.2.1.1 Fibrous material (rock or glass wool)

Can be used for all piping other than electrical traced pipes upto 1250c
Can be used for all temperatures. Shall be in performed pipe section / blankets are acceptable.



4.2.1.2 Calcium Silicate

Can be used for all piping other than electrical traced pipes upto 125 deg c
Can be used for all temperatures.

Pieces of insulation with cursed and damaged ends shall not be used.

Pipe sections bored / machined out of blocks shall not be used as skin effect is lost.

4.2.1.3 Corrosion protection before applying insulation: All (insulation materials) for operating temp. upto 1250c , on carbon and alloy steel piping, provide painting . For stainless steel piping, provide a aluminium barrier.

4.2.3 Application

4.2.3.1 Horizontal Pipe

4.2.3.1.1 General

Insulation material shall be applied to fit snugly against the contours and shaped only where necessary to achieve this requirement. This insulation shall be carried out with the least number of material pieces as possible and all unavoidable gaps, cavities, and voids suitable filled with compatible loose fill material.

4.2.3.1.2 Pipe Section / Moulded Blocks /Segments

End joints of adjacent blocks shall be staggered one half of the block. Included angle between segments shall not be less than 300c for both single and double layer insulation. Further, minimum are length of segments should meet following staggering requirements.

When double layer is applied, both longitudinal and circumferential joints shall be staggered. The arc between the longitudinal seam lines of the inside and outside layer of insulation shall have an angle an angle of the longitudinal joints staggered at least by one layer thickness, whichever is more stringent. Circumferential seams of the inside and outside layers shall be at least 100mm apart.

4.2.3.1.3 Mattress (Fibrous Insulation – Rock Or Glass Wool)

Shall be applied over the surface with joints tightly butted and laced together with 1mm dia galvanized lacing wire.

4.2.3.1.4 Insulation Securement (All Insulation Materials)

Each layer of insulation shall be secured firmly in place with at least 3 loops of binding wire / band , one loop to be placed not more than 75 from each and at least one loop be equally spaced between and loops for each section . Binding wire shall be drawn about the insulation with ends tightly twisted together, bent under & pressed into the surface of insulation. Bands or wires in no case be spaced more than 200mm apart. For calcium silicate, all joints shall be sealed with insulating cement of same composition as the molded block.

Each layer of insulation shall be secured by the same method as below.

4.2.3.1.5 Frame work for supporting cladding: fibrous insulation

This is not necessary for rigid materials. This is required only for horizontal pipe runs provided with fibrous insulation in blanket form. Vertical piping provided with fibrous



materials need not be provided with this. Piping provided with fibrous resin bonded pipe sections also need not be provided with this framework.

Spacer rings shall be fabricated out of 25x3 M.S. flats. The outside diameter of the insulation spacer rings shall be riveted to 'Z' shaped stays fabricated from the same sized M.S. flats. These rings shall be suitable painted for corrosion protection. Stays shall be provided at intervals of the insulation, subject to a minimum of 3 stays. Spacer rings shall be provided at every approx. 900. To minimize direct heat conduction through the stays, a packing of 2 sheets of 3 thick asbestos mill boards shall be provided at the joints of the stays and pipes. Joint between M.S spacer ring and stays shall be riveted by 6 dia M.S. rivets with 2 sheets of 3 thick asbestos mill board interposed.

4.2.3.2 Vertical pipe (all insulation materials)

Insulation on vertical or near vertical piping (i.e. greater than 45 angle from horizontal) shall be supported by bolted on metal collar shall be 6 thick M.S or alloy bar (to suit piping material) Outside diameter of collar shall be around 12 less than O.D. of insulation. where multilayer insulation is used , support collar shall be extended to provide for each layer. Support positions shall be at no greater distance apart than the following:

Pipe operating temp.	Support spacing
Upto 400 deg c	4500mm
400 to 500 deg c	4300mm
500 to 550 deg c	2500mm

4.2.3.3 Expansion joints (both vertical and horizontal piping . all insulation materials)

Expansion joint shall be provided at regulation interval as bellows:

Temp. 0c	spacing (M) \
upto 200	not required
200to 300	10
300to 350	8
350 to 400	6
400 to 550	5

Expansion joint shall be formed by a 25mm space between the pipe insulation sections and the space shall be filled by compressed mineral rock fibers. Expansion joints in each layer shall be offset at least 150 each other in case of multilayer insulation. Expansion joint for vertical pipe shall preferably just below insulation support collars.

4.2.3.4 Elbows and bends (all insulation materials)

Insulation material shall be mitred and shall be same as that of pipe. Insulation securement bands / wire shall be same as that for equivalent dia pipe. Each mitred section shall be secured with minimum 2 wires / bands. For bands /elbows of nom. Pipe size 6" & below , due to lack of space , for all insulation materials insulation shall be secured by spirally wound 16SWG galvanized steel wire for hard material & 10 SWG galvanized steel wire for soft material. Insulation joints of block material shall be suitable sealed with adhesive for isocyanurate / cellular glass and by insulating cement for calcium silicate. Fittings below 50mm nom. dia, if



insulated of calcium silicate shall be insulated with insulating cement build up in 6mm layers to the thickness of insulation of the adjacent piping. Each layer of insulating cement shall be reinforced with 25mm no. 20 SWG wire netting.

4.2.3.5 Tee (all insulation materials)

Performed pipe sections or segments shall be carefully cut and shaped around 'tee' junctions and the insulation material of the tangential pipe shall be carefully and neatly cut to make upto the material applied to the parent pipe with out the creation of voids or gaps, at the junction. Insulation shall be adequately secured by wire / band of same specification as that of same size pipe.

4.2.3.6 Flanged joints or valves (all insulation material)

Flanged joints or valve, if to be insulated, shall be insulated with prefabricated removable aluminum covers, lined with pipe sections / lags/slabs. Welded valve, if insulated, shall be insulated with over sized pipe sections or lags, cut and shaped to fit around the body of the valve . Insulated valves shall be completely covered, but the insulation shall be cut and shaped around the valve stem and kept clear of the stuffing box gland.

4.2.3.7 Insulation flashing (all insulation materials)

Insulation shall be stopped short of flanged joints and unions by a sufficient distance to permit easy removal of the flange nuts and bolts or breaking of the unions to take without disturbance or damage to the insulating material . At these positions the insulation shall be beveled and sealed with a metal closure which in turn shall be sealed with water proof sealing material.

4.2.3.8 Pipe supports: A11 insulation materials

Insulation at solid welded or clamped supports shall be cut and shaped to fit around the support and banded securely to enable the insulation to be carried with the pipe movement. when the pipe hangers pass through insulation on piping outdoors, metal hoods packed with a waterproof sealing material shall be furnished and installed . Upper bolts of the hanger clamps are not to be covered with insulation.

4.2.3.9 Steam traced piping: (A11 insulation materials)

Steam traced piping and fitting shall be installed with oversized sections to allow accommodation of both parent pipe and tracer without damage or deformation of the insulation. Traced instrument line and fittings shall be totally enclosed by the insulation in a similar manner and the designed warm air annulus maintained throughout the tracer pipe length. Insulation supports for vertical pipe shall have suitable putty or cement shall be used to improve the contact between pipe and tracer, throughout length of tracers.

4.3 Horizontal Equipment

4.3.1 Material

4.3.1.1 Fibrous material (rock or glass wool)

Can be used for all temperatures.



Shells : preferably preformed pipe or multi pipe segments or slabs cut and shaped to fit.

Alternately , blanket may be accepted.

Heads : preformed blocks and slab cut and shaped to fit , blankets may be accepted.

4.3.1.2 Calcium silicate. Can be used on all surfaces.

Temperature limitations for each shall be as mentioned above.

Curved segments / blocks, mitre cut and shaped to fit.

4.3.2 Corrosion protection before applying insulation: All insulation materials: For stainless steel surfaces, provide same protection as for piping.

4.3.3 Application (All Materials)

4.3.3.1 Following, provided by the vessel fabricators for insulator / cladding support / securement, as indicated in enclosed sketch no 7-12-033, shall be verified for their presence by the insulation contractor, before commencing insulation work:

For vessels of diameter 2000 mm and above are provided insulation support at horizontal centre line as also vertically at tangent lines. Ring support at tangent lines are provided with 6mm dia meter holes. These are to be used for insulation securement.

At vessel heads above 600mm outside dia meter are provided flats having 6mm dia holes . The flats are for insulation support and holes provided in them are to be used for insulation securement. Also provided on either head is a central ring made of 10 dia galvanized steel rod. For vessel fabricator, for such vessels insulations contractor shall provide these rings. Both of vessels, if any is provided with circular support ring with holes.

4.3.3.2 Blanket shall be applied over the surface with joints tightly butted and laced together with 1mm dia galvanized lacing wire.

Other block insulation shall be applied with the longer dimension parallel to the axis of the vessel or equipment. When blocks are applied in multiple layers, all joints in successive layers shall be parallel to the long axis, shall be staggered and sealed with insulating cement for calcium silicate or suitable adhesive for others . In all cases, the insulation is to fit the contour of the vessels or equipment, so that the use of a leveling coat of insulating cement should not be normally necessary to get an acceptable smooth exterior.

4.3.3.3 Special considerations for insulation high temperature vessels (required only if provided with calcium silicate insulation)

This provision is required to take care of the effects of equipment circumferential thermal expansion on insulation.

This provision is required only for vessels and exchangers provided with calcium silicate insulation.



Calcium silicate insulation should be installed in bevelled or curved segments only, to avoid voids and provide an efficient insulation system.

For equipment up to 3000mm in diameter and 2000c to take care of equipment circumferential expansion, the circumferential block is cut and fitted to be 13mm greater in circumferential than the equipment and secured so that tension of the bands produces compression on the butt edges rather than on the surface towards the vessels. The little annular space and the compressiveness of the blocks would suffice to take care of circumferential expansion of equipment.

If the vessel is above 3000mm in diameter or if the temperature is above 2000c or both, 25mm thick rock wool fiber blanket insulation shall be applied around the equipment prior to the application of calcium silicate. This acts as an expansion area around the equipment to act as mechanical and some time thermal cushions. The calcium silicate block must be cut and fitted to the outside radius of the equipment plus the thickness of the rockwool spacer insulation. The insulation, when installed, should not compress the fiber blanket.

Above provision to take care of circumferential expansion is required both for shell and head.

- 4.3.4 Insulation securement (for all insulation materials) Each layer of insulation on shells of equipment shall be secured by bands at every 225 centers. Each band shall be machine stretched and tensioned to remove slack only. Each layer of insulation on vessel heads shall be secured as follows:

Band shall be in radial direction connecting the head central floating ring and shell girth ring. The radial bands shall be placed at not more than 150 centres for rigid and 300 for fibrous than 150 centres for rigid and 300 for fibrous insulation, measured at the girth ring. These bands shall be machine stretched and sealed. Outermost layer of insulation shall also be supported by drawing and securing 16SWG annealed steel wire through the 6 diameter holes provided in the shell girth ring as also the flats provided on heads. The wire shall be drawn through every hole and it shall be secured to the ring with a knot.

4.4 Vertical equipment

4.4.1 Material

- 4.4.1.1 Fibrous material shall be same as specified for horizontal equipment.

- 4.4.1.2 Calcium silicate shall be same as for horizontal equipment.

- 4.4.2 Corrosion protection before applying insulation (for all insulation material) Corrosion prevention before applying insulation for stainless steel surfaces shall be same as specified for horizontal equipment.

- 4.4.3 Application (all insulation materials) Application details on shell, top and bottom heads shall be similar to that of horizontal equipment. Insulation shall be similar to that of horizontal equipment. Insulation shall be laid on insulation support ring provided by the fabricator.

- 4.4.4 Insulation securement (all insulation materials) Bottom and top head insulation shall be supported by 16 SWG annealed galvanized steel wire drawn through holes in the insulation supports provided by the fabricator.



Top head insulation shall be secured by floating ring / bands provided by vessel fabricator similar to head of horizontal vessels.

Shell insulation shall be supported by bands at every 225 centres on the cylindrical portion and the bands shall be kept horizontal.

Insulation securement for bottom head vessel supported on legs shall be identical to that of top head. For insulation securement of bottom heads inside skirt n floating rings/ bands need be provided; firm securement should be ensured just by 16 SWG annealed wire drawn over insulation tightly and through the holes on support rings provided by the fabricator.

4.4.5 Expansion joints (all insulation materials) Expansion joints shall be provided every 4000mm (max.) the joint shall be provided at insulation support rings. It shall be a 25mm space between the top of the insulation and the bottom of the support ring. The space shall be filled up by compressed rockwool fiber.

4.5 Flange, nozzle, channel cover, manway and handhole flanged cover (all insulation Materials)

Where insulation is required, these shall be insulated with lined removable prefabricated covers secured with bands or quick release toggle clips. Otherwise, insulation shall be stooped short of uninsulated flanges and nozzles etc, a sufficient distance to permit withdrawn of bolts without disturbing the reminding of the insulation. Insulation shall be weather proofed and sealed at these locations.

4.6 Irregular surfaces such as pumps, compressors turbine etc.

4.6.1 Corrosion Protection

For S.S. surfaces at all temperatures, provide same protection as indicated for piping.

4.6.2 Application

4.6.2.1 Fibrous material: material, application and insulation securement This shall be prefabricated removable aluminium covers, lined with mineral rock / glass wool pipe sections. Lags/ slabs / mattresses.

4.6.2.2 Calcium Silicate

Insulation material shall be insulating cement / block insulation cut and fitted. Insulation shall be applied in max 25mm thick layers until the scheduled thickness is obtained.

Each layer shall be covered with a layer of 25 mm hex. 20 SWG galvanized iron wire mesh. The final layers shall be trovelled to a smooth finish with 6mm thick finishing cement. Insulation shall be beveled back at 450 from all casing flanges, shaft seal caps and bearing boxes.

4.7 Vertical Storage Tank: (Carbon Steel)

4.7.1 Material

4.7.1.1 Fibrous material (rock / glass wool) Shall be in the blanket form.

4.7.2 Application

4.7.2.1 Supporting rings / spikes (rods) for supporting insulation / cladding

4.7.2.1.1 Shell

Following insulation provided by tank fabricator.



Water Shed At the junction of shell and roof , a water shed is provided to act as top covering for the shell insulation.

Insulation support will consist of 5mm dia diamond pitch. Length of these lugs is 3 mm less than insulation thickness.

Cladding support from tank top, horizontal rings shall be provided at every 1175 mm on tank shell.

4.7.2.1.2 Tank Roof

4.7.2.2 Insulation Laying and Securement.

4.7.2.2.1 Shell

Application of fibrous insulation

Insulation shall be applied between rings in horizontal mode. Mattress insulation shall be applied with joints tightly butted and laced together with 1 mm dia galvanized lacing wire Mats shall be impaled to the 5mm rod and speed washers fixed and pressed home for intimate contact of the insulation . in the case of multiple layers , speed washers are necessary only over the finial layers (upto and including 150mms) . Rod and sped washer of spring steel should be selected to suit each other. While rods are provided by tank fabricator, speed washer shall be furnished by insulation contractor . Insulation shall be further secured by bands spaced centrally between insulation supports.

4.7.2.2.2 Roof (for all materials)

Application of both fibrous shall be similar to that as for shell . Insulation support from 5mm dia M.S. lugs shall be exactly same as in shell.

4.8 Horton Spheres:

4.8.1 Material Shall be only mineral rock / glass wool blanket.

4.8.2 Application

4.8.2.1 Structural members provided by sphere fabricator for insulation / cladding securement.

4.8.2.2 Insulation laying and securement Insulation shall be applied between rings. Mattress insulation shall be applied with joints tightly butted and laced together with 1mm dia galvanized lacing wire. Insulation shall be secured by drawing and securing tightly 16SWG stainless steel wire through the 6 dia holes, provided every 200 centres, in the horizontal leg of the insulation support angle ring. The wire shall be tightly drawn over the insulation and the insulation firmly secured . the wire shall be drawn through every single individual hole and it shall be secured with angle with a knot at every fourth hole.

5.0 Insulation finish

5.1 General

5.1.1 Moisture barrier

On all surfaces except Horton sphere, provided fibrous materials and calcium silicate For surfaces upto 125 OC, apply a breathing type moisture barrier as below. A 3 mm thick coating of mastic shall be applied to the surface of the insulation as soon as possible, after erection, to reduce the time of the insulation is exposed to the weather, to a minimum. Whilst this coat is



still wet, glass cloth shall be laid over the surface and embedded in the mastic. Care shall be taken to ensure that the glass cloth is laid smooth and free from wrinkles and that no pockets of air are trapped beneath the surface. At junctions in the glass cloth, the overlap shall not be less than 75mm. a second 8mm thick coat of mastic shall be applied after approximately 12 hrs. When dry this coating shall be a minimum of 1.50mm thick. Care must be taken, however, to ensure that the individual coats are not greater than 3mm (especially corners) otherwise some cracking of dried coat may result. The mastic shall not be applied over the wet insulation or until the adhesive is dry. During the drying time, the insulation shall be protected from the weather by "alkathene" film type tarpaulin or similar materials approved by Engineer-in-charge.

- 5.1.2 Insulation finish The insulation finish shall provide a weatherproofed the mechanical damage resistant covering over the whole of the insulated areas and be applied and fitted in such a manner as to provide a close fitting assembly without gaps.
- 5.2 Piping (for all materials)
- 5.2.1 Straight pipe shall have metal jacketing cut a machine rolled. (Approx. 1 meter long) wrapped around, with 50 mm minimum overlaps on both longitudinal and circumferential overlaps. all laps shall be arranged to shed water.
- 5.2.2 A single bead shall be made on overlaps to ensure tight metal to metal water tight arrangement. Self-trapping screws, at every 150, shall be provided at all longitudinal overlaps for both horizontal & vertical piping.
- 5.2.3 At all operating temperatures the seams at overlap positions shall be rendered watertight per clause 3.4.6 to ensure that insulation remains dry and unwetted, whether the possible water impingement is from rain, hose or fire sprinklers.
- 5.2.4 The metal coverings shall be secured tightly around the insulated pipe and held in place with bands on a maximum of 300mm centres. One band shall be located on each circumferential lap and the distance. Between laps divided at equal band spacing. The band securing seals shall be kept neatly in line and positioned away from viewing angles as much as possible.
- 5.2.5 Vertical overlaps on vertical or near vertical piping shall be staggered in provided overlaps at 'north' and 'south' positions in alternative sections of covering.
- 5.2.6 Each section of metal covering on vertical piping with insulation larger than 250mm shall be supported from the next lower section with two 'S' clips fabricated from banding material. The 'S' clip shall be of sufficient length to allow the minimum overlap of 50mm.
- 5.2.7 On vertical piping with O.D.'s of 600mm and larger, the securing bands shall be supported by 'J' clips, fabricated from banding material. The 'J' clip spacing shall be minimum of two per band. All 'j' clips shall be screwed into position and secured.
- 5.2.8 Insulated bands and elbows in piping 80mm and larger, shall be metalled with 'lobster back' segments using 10mm minimum ball swage to assist shaping. The metal bands shall be screwed with tapping screws and metal sealants are to provide to get a completely waterproofed arrangement.
- 5.2.9 Insulated bends and elbows in piping smaller than 80mm may use complete pressed humped back flat metal elbows or fabricated 'stove pipe' elbows.



- 5.2.10 The practice of locating all joints in the top portion of elevated horizontal pipes for the sake of good –appearance when looking up from grade shall be located to shed water.
- 5.3 Equipment (for all materials)
- 5.3.1 The metal jacket over vertical vessel shells shall be constructed of sheet metal panels with the weight of the panel taken on the equipment insulation support rings , via angle brackets bolted to the panel.
- 5.3.2 The panel shall be applied commencing at the bottom of the vessel. Each circumferential ring of panel shall be tensioned by means of tensioning bands until the final joint is screwed tight. ‘S’ clips shall be used as sheeting support at unscrewed circumferential overlaps.
- 5.3.3 The panels shall be held tight over the vessels insulation by means of circumferential Bands and sealed per 3.4.6; the bands shall be positioned on all horizontal overlaps and at 450mm centres. Bands shall be held in their relative positions with ‘J’ clips and be machining stretched and sealed to remove slack only. Those bands which are not supported by ‘j’ clips, shall be held in position on cladding by providing pop rivets at every 2 M centres.
- 5.3.4 The panels shall have minimum overlap of one corrugation on vertical joints and 80mm on horizontal joints. The overlaps shall be arranged to shed water at all times.
- 5.3.5 The vertical and horizontal overlaps shall be secured with self-trapping screws at 150 mm pitch except the horizontal overlaps pre-selected. To act as expansion joints, these shall be constructed with a 150mm overlaps and shall remain unscrewed and left free to permit expansion. All overlaps shall be rendered watertight.
- 5.3.6 All equipment projections such as nozzles shall have the jacketing sealed using a metal flashing cut to fit the projection and extending above the jacket at least 80mm. The seal between the flashing and jacket shall be made water tight by use of self-tapping screws and sealing mastic.
- 5.3.7 Horizontal cylindrical equipment shall be furnished with flat metal jacket arranged in circumferential bands with the edge of the sheets, with a longer dimensions applied around the circumferential of the equipment insulation.
- 5.3.8 The panel shall have a minimum of 80mm overlap on both longitudinal and circumferential edges, both overlaps being finished with a simple ball swage and rendered watertight.
- 5.3.9 Horizontal overlaps shall be secured with no. 8x12mm long self-trapping screws set in the overlap at.150mm intervals, and shall be show arranged that staggered bands of panelling encircle the equipment. Vertical overlaps shall not be screwed for horizontal equipment.
- 5.3.10 The metal finish shall be banded and sealed at 450mm centres.
- 5.3.11 The insulated heads of vertical and horizontal equipment shall be fabricated from flat metal , in an “ orange peel “ construction with all radial seams overlapping a minimum of 50mm and secured with self-tapping screws at 150mm centres. All overlaps shall be ball swaged and be rendered water tight per 3.4.6.
- 5.3.12 Projections from the heads shall be sealed using metal flashings, neatly cut to fit around the projections and extending above the jacket for a minimum of 80mm. The seal between flashing and jacket shall be waterproofed with a self tapping screws and mastics.
- 5.3.13 insulation at bottom heads of fully skirts equipment does not require weatherproofing.
- 5.3.14 Heads of equipments 25” O.D and smaller shall be finished and waterproofed with square ended fabricated covers.
- 5.4 Vertical storage tanks.
- 5.4.1 Cladding applications and securement
- 5.4.1.1 Shell Cladding is applied over the system of horizontal rings as follows:



Overlaps in the vertical joints will be one corrugation.

Overlaps in the horizontal joints shall be 50mm (min.)

Cladding to cladding fastening, at both horizontal and vertical overlaps shall be alternately by “POP” rivets: self-tapping screws at 150mm pitch.

Cladding shall be secured to support ring by bolting. Bolts are provided by tank fabricators at 300mm centres on angles provided at every 1175 centres vertically. Felt washer, aluminium washer and nut shall be supplied by insulation contractor for all bolted connections at shell, roof and curb angle. Insulation shall be tucked into the skirt position of the curb angle. Shell cladding and extended roof cladding shall be secured to curb angle by bolting.

Horizontal stainless steel bands over cladding to be provided every 800 mm and also to coincide at every horizontal cladding overlaps. Bands shall be tightened, locked and lock fastened featuring stainless steel fastening systems. In order to prevent sliding of the bands downwards, the bands shall be secured to the cladding using pop rivets at horizontal pitch not over 2 meters.

5.4.1.2 Roof

All cladding joints shall be sealed by elastomeric metal sealants. Min. 75mm overlap shall be ensured at all joints.

At all joints, cladding to cladding securement shall be provided by self-tapping screws and proprivets alternately, every 150 centres.

Cladding shall be secured by bolting at every 300 provided by tank fabricator.

5.5 Horton sphere

5.5.1 Cladding support

Insulation contractor shall provide 25mm x 0.8 mm S.S bands over insulation and install them longitudinal from top to bottom of the sphere in such numbers so as afford a minimum spacing of 1175mm at numbers so as to afford a maximum spacing of 1175 mm at the equator. The S.S bands are spanned between four flattening rings, the one at the top and bottom of the sphere are provided after insulation is applied prior to application of cladding. Floating rings will be constructed of 10mm diameter rods of S.S diameter of ring at the top and bottom, to be around 1.2m. Cladding support bands shall be tightened using mechanical tighteners and fastened to MS/AS angles using two S.S. Rivets or four nos. of aluminium POP rivets per angle cleat.

5.5.2 Cladding application

While applying cladding, following shall be ensured:

Min. overlaps both horizontal and vertical shall be 50mm.

5.5.3 Cladding securement and sealing of joints

All joints to be sealed using elastomeric metal sealant .

Cladding to cladding securement of vertical and horizontal overlaps shall be alternative by POP rivets and self tapping screws, at every 150mm spacing.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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Cladding shall be secured to the insulations angle support by bolting the cladding on the bolts provided at every 300pitch at every angle support . Asbestos mill board washer, aluminium washer and nut shall be supplied by insulation contractor.

Further cladding shall be secured by 25mmx 0.5 mm S.S. bands, applied identical to those for insulation securement. The bands shall be provided between two floating rings, one at the top and one at the bottom and arrangement and details shall be identical to that of insulation securement. Bands shall be secured to cladding every 2M by one S.S. or two aluminium POP rivets .While providing floating rings. For both insulation and cladding securement, following points shall be taken care of :

Floating rings shall clear nozzles / manholes etc. Exercise extreme care while installing floating rings regarding cut outs in cladding around projections.

Cladding at interface between leg and the body of the sphere to be provided with care and suitably sealed to prevent water ingress.

NOTE : **REFER ATTACHED drawing**



TECHNICAL SPECIFICATION NO: 3

STANDARD SPECIFICATION FOR INSULATION ON DUAL TEMPERATURE LINES OF VESSELS, PIPING AND EQUIPMENT

1. Dual Temperature Insulation Dual Temperature insulation shall be provided for piping and equipment which operate normally at cold temperature below 0 Deg.C. But which are subject to high temperature above 60 Deg.C. During regeneration.
2. Dual Temperature Insulation Materials
 - 2.1 Insulation for dual temperature shall consist of multiple layers.
 - 2.2 The inner layer shall be as per hot insulation material to keep the surface temperature below the available maximum temperature of the outer layer insulation material.
 - 2.3 The outer layers shall be as per cold insulation material.
3. The insulating materials for dual temperature lines are to be specialized and standard materials that are appropriate for the required temperature ranges are also meeting other performance requirements, such as flammability properties. The material needs to be able to survive the warm operating temperatures as well as the conditions that come with refrigeration operating temperatures.



Annexure -II

MEASUREMENT OF INSULATION WORK

- 1.0 The mode of measurement shall be as per IS 14164 – 2008 (latest version and amendments) or any other relevant standard unless otherwise mentioned in the tender document and the weight of structural steel sections shall be measured as per ISI handbook. . All insulation jobs are to be carried out as per Technical specifications and instruction of BCPL. However, the measurement for insulation work shall be in accordance with Clause No-9 of IS 14164-2008.
- 2.0 Payment will be made on the basis of joint measurements, taken by contractor and certified by Engineer-in- Charge. Measurement shall be based on Approved for construction drawings, to the extent that the work conforms to the drawings and details are adequate.
- 3.0 Wherever work is executed based on instruction of Engineer -in- Charge, or details are not adequate in the drawings, physical measurements shall be taken by the contractor in presence of Engineer-in -Charge.
- 4.0 Measurement of weights shall be in Metric Tones, correct to the nearest kilograms; linear measurements shall be in Meter, correct to the nearest centimeter. Measurement shall be taken over finished surfaces for all type of insulation.
- 5.0 **TANKS, COLUMNS, VESSELS, DRUMS, SPHERES, EXCHANGERS AND ROTARY EQUIPMENTS:**
 - 4.1 No deduction shall be made for any area required to be left un-insulated, the area of which is equivalent to a circle / projection of 300 mm in diameter or less.
 - 4.2 All insulated nozzles/manholes shall be measured as given below:
 - 5.2.1 As piping insulation, if the area of such nozzle is equivalent to a circle / projection of 300 mm in diameter or less. The area covered by such nozzle shall not be deducted from the overall area of tank/column/vessel/exchanger/equipment insulation measurements.
 - 5.2.2 If any nozzle/manhole insulated is equivalent to a circle of over 300 mm in dia., the area of such nozzle/manhole to be considered for measurements shall be taken as twice the actual insulated area and paid for as vessel insulation. The areas of tank/column/vessel/exchangers/equipment, covered by such nozzle manhole shall be excluded from measurements.
 - 4.3 The area of standard dished end of vessels, exchangers etc. shall be considered as the square of the diameter of the insulated body of shell for the purpose of measurement. For flat ends actual



area shall be considered for payment. For removable boxes on exchangers, if any, no extra payment will be made.

4.4 Insulated areas with different specification shall be measured separately, such as:

- Roofs/tops of tanks considering them as flat surfaces.
- Sides of vessels and tanks where corrugated aluminum sheets are to be used, measurements being taken over the crest of corrugated sheets.

However, the quoted rates shall be deemed to be the above consideration I.e. Roofs/Tops of tanks by using flat Aluminium sheet.

4.5 No additional payment shall be made for using corrugated Aluminium sheets as per Technical Specification and the quoted rates shall be deemed to be inclusive of it.

4.6 For boxes or stiffener rings, area over two sides of boxes perpendicular to the axis of the equipment shall be added to the area of equipment.

4.7 For any other connected structure, if insulated, the measurement shall be taken on actual area basis.

6.0 PIPING (Pipes, Valves, Flanges, Pipe Fittings, Traps, Expansion Joints, Bellows, Hoses, etc):

- 6.1 Measurements of piping shall be taken/ considered along curvilinear center lines of pipe insulated and through all fittings which are insulated but excluding Valve and Flange assembly.
- 6.2 For all types of valves, including control valves, flange assemblies including orifice plates, flanges, and other piping fittings, measurement shall be based on actual count and then converted into equivalent length of connected piping to arrive at the total equivalent lengths of piping or ducting or various diameters as per applicable IS 14164 – 2008 (latest version) unless otherwise mentioned.
- 6.3 No extra payment shall be made for tees, branch connections and inspection plugs and the rates quoted shall be inclusive of all these items. Branch connections shall be measured from the outer surface of the header.
- 6.4 No extra payment shall be made for vents, drains and instrument connections having nozzles length up to 12". However, if the length of such connections exceeds 300 mm the same will be paid as per piping measurements in respective sizes.
- 6.5 For all fittings measurements along curvature centre line shall be considered.
- 6.6 Steam/refrigerant traced lines and untraced lines shall be normally specified and measured separately, according to the number of tracers.



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- 6.7 For steam / refrigerant traced pipelines, which are specified and are measured separately, only the diameter of the main pipeline(s) shall be reckoned for measurement of insulation. No separate measurement shall be made for the insulation of the steam tracer line(s) which shall be deemed to have been covered under the insulation of the main pipeline.
- 6.8 No extra payment shall be made for all types valves of size 1-1/2" and below and these shall be considered as part of the piping insulation work.
- 6.9 No additional payment shall be made ,wherever Anti – corrosive painting or wrapping with aluminum foil over stainless steel alloy piping and equipment prior to application of insulation are to be applied / provided as per technical specification and the quoted rates shall be deemed to be inclusive of it.
- 6.10 Any mode of measurement other than the above may also be adopted, if agreed to between the purchase and the applicators.
- 6.11 All provisions is respected of piping also applicable to ducting wherever the ducts are having shapes other than circular , they shall be considered equivalent to a pipe of equivalent perimeter.
- 6.12 Where ever Unit of Measurement is in SQM, following shall be applicable:
- 6.12.1 PIPE & PIPE FITTINGS: Length in Mtr as per measurement mentioned above, OD in Mtr taken over the finished Insulated surface and value of pie should be taken as 3.14.
- 6.12.2 VALVE & FLANGE ASSEMBLIES: Actual area measured at site.



Annexure-III

Detail Scope of Work

The scope of work shall include Hot & Cold insulation, Insulation for steam tracing, Ceramic Insulation, Refractory works etc on rotary equipments, vessels, exchangers, piping, tanks, spheres , HRSGs, Utility Boilers, Steam Turbines, Ethylene Cracking Furnaces etc. as detailed in schedule of rates.

The work in brief shall include the following but not limited to this only.

1. The jobs to be carried out as per SOR.
2. Supply of all insulation and ancillary materials like spacer rings, stays, ceramic millboard, lacing and binding wires, screws, bands, roofing felt, studs, flats, support ring clips, sealants and necessary drilling and fixing of bolts/nuts, washers etc. wherever specified and required. All insulation materials shall be new and of approved quality with complete tests certificates and in accordance with the specifications.
3. The contractor has to arrive with all necessary masonry tools and tackles required to execute the job along with mortar. All sorts of consumables like mortar, markin cloth, kerosene / diesel etc. shall be in the scope of contractor.
4. After completion of insulation job where ever required by EIC, contractor has to write Date of Insulation with Black paint on Cladding Sheet. Specification like Font size, spacing etc regarding "The writing job of Date of insulation" on insulation jobs will be specified by the EIC.
5. Application of insulation with weather proofing on vessels, columns, equipment like heat exchangers and piping including valves, flanges etc. as per specifications and instructions of Engineer-in-Charge.
6. Providing besides all materials and consumables, sufficient and skilled labour and supervision required for carrying out the insulation work, all safety devices, equipment, instruments etc. necessary and incidental requirements to perform the work in workmanship and efficient manner within the stipulated time period.
7. Proper storage and protection of insulation material and consumables brought to site by the contractor at all stages of work.
8. The contractor shall shift the material from warehouse to working site for use during repairing/work.
9. Contractor shall execute the jobs as per the scope of work defined, without any damage to existing system/ equipment. If any damage found, the cost of damage will be recovered from contractor's bill.
10. Providing inspection plugs and windows at all locations as per drawing, specifications and instructions of Engineer -in- Charge.



11. Keeping the work place clean and tidy during course of execution and cleaning the work site including Vacuum cleaning (vacuum cleaner is in BCPL's scope) after attending any inside insulation / refractory repair, if required, to full satisfaction of Engineer-in-Charge.
12. Any other incidental/intermediate/ancillary or any enabling work/materials not specifically mentioned in the specifications but necessary for the execution and completion of work as envisaged in the tender document.
13. The contractor shall have to complete the job within the specified time period, as per the instruction and up to the entire satisfaction of EIC.
14. If the contractor fails to execute the job in time, same shall be required to carry out by some other third party, at the cost and risk of their own.
15. If any deviation is required from the above specified conditions by the party, the same shall be submitted in writing by the party. The same may be incorporated in the scope of work and related conditions, and a suitable amendment order shall be issued to that effect, if the same is acceptable to BCPL.

16. SCOPE OF SUPPLY:

16.1 BCPL'S SCOPE :

- Opening and boxing up of man way and inspection way will be done by BCPL.
- Unless specifically mentioned in the Schedule of rate, BCPL will not supply any material for this work. All material will be in the contractor's scope of supply.
- Heavy equipment like Crane, Tractor Trailer, Hydra, Fork- lifts etc and workshop facilities shall be provided by BCPL on **chargeable basis**, if available, for execution of SOR items smoothly whenever required as per sole discretion of EIC. However contractor has to make his own arrangement in the event of non availability of above facilities without cost to BCPL.

16.2 CONTRACTOR'S SCOPE OF SUPPLY:

The procurement and supply, in sequence and at the appropriate time of all materials and consumables required for completion of work shall be entirely the contractor's responsibility and quoted rates for work shall be inclusive of all such items.

The contractor's scope of work supply shall include the following major items but not limited to the same:

- Basic insulation materials as specified in technical specifications Nos.: 1, 2, 3 & 4.
- Spacer rings, trays, with ceramic millboard, MS/Aluminum bands, ceramic blanket and rope, cement etc.
- Plain Aluminum/GI sheet and/or corrugated sheets for cladding as applicable.
- GI wire and GI wire mesh.
- Aluminum foils.
- Anticorrosive paints, heat transfer cement / putty, heat resistant paint, barium chromate Paint /sealant etc., if any.
- GI/S.S. stitching and lacing wires
- GI bolts, nuts, studs, self tapping screws, washers etc.



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- Moisture barrier as per specification.
 - Welding equipments, consumables, gases.
 - Steel scaffolding wherever required.
 - Glass cloth, vapour sealing and filler materials, bituminous felt strips, and bituminous mastic.
 - Safety tools and tackles for workmen.
 - All other items not mentioned above, but covered in applicable standard/drawings, Schedule of rate and technical specifications.

The scope of work envisaged under this contract is insulation works as per specifications, Drawings, codes, standard practice etc. It is however explicitly understood that the scope as described in tender document is not limiting, in so far as the responsibilities of the Contractor are concerned and shall include, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirements stated or implied from the context of the tender document.



SPECIAL CONDITION OF CONTRACT :

1. SCHEDULE OF RATES & QUANTUM OF JOBS:

Payment shall be made only for the actual jobs carried out, duly certified by the EIC. BCPL does not give any guarantee regarding quantum of jobs. The decision of “EIC” regarding operating the schedule of quantities shall be final and binding to the contractor.

The rates quoted by the bidder 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.

All the works, item wise, shall be measured upon completion and paid for, at the rates quoted and accepted in the SOR. For any activity, which is not specifically covered in the SOR description, but is covered under Special condition of contract /Scope of work /Specification / Drawing etc., no extra claim shall be entertained, since SOR is to be read in conjunction with other documents forming part of the tender.

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 by them shall be deemed to have included the cost of such works.

2. Defect Liability Period: (Twelve months period of liability from the date of issue of completion certificate):

The CONTRACTOR shall have guarantee of the insulation works for a period of 12 months from the date of completion of any SPECIFIC INSULATION WORK. The Completion date of that SPECIFIC INSULATION WORK mentioned in the measurement sheet with duly certified by Engineer-In-Charge / Site-In-Charge shall be considered as the initial date of the Defect Liability Period and its validity shall be for a period of 12 months. If Any damage or defect of that SPECIFIC INSULATION WORK may arise, the same shall be rectified by the CONTRACTOR at his own expense as deemed necessary by the Engineer-In-Charge / Site-In-Charge or in default, the ENGINEER- IN-CHARGE may carry out such works through other agencies and will deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of



ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security.

3.0 Penalty / Termination Clauses for Non-Performance:

- 3.1 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 of 5% of each case of bill amount in that particular month plus actual cost of equipment damaged as per the discretion of the “ENGINEER-IN-CHARGE”.
- 3.2 In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk and cost and responsibility of the contractor. In addition 20% of the service charges will be deducted from the contractor’s dues.
- 3.3 In case of delay in execution of job, EIC at his discretion may impose a penalty of Rs 1000/- per distinct case of delay. The time taken by contractor for any job shall be considered as the duration from intimation received by the contractor supervisor to the completion of the job in totality. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.
- 3.4 EIC at it’s discretion may also make recovery from contractor’s bill, If the contractor neglects/fails to execute jobs/ his duties included in the Scope of Work up to the satisfaction of EIC 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 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 1000/-per distinct case of neglect. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.
- 3.5 In case of consistent non-performance of contractual obligations and violation of terms and conditions of the contract, BCPL reserves the right to get the work done through other agency at the risk and cost of the contractor and to take suitable action against contractor including forfeiture the security deposit and termination of the contract.
- 3.6 Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract or part of the contract after giving 07days notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove the contractor’s materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

4. CONTRACT PERIODS & MOBILIZATION PERIOD

- 4.1 The duration of contract will be 24 months from the date of LOI/ LOA . Based upon the performance of the contractor and requirement of plant the same contract may be extended for another 6 months or part thereof on same rate, terms and conditions which shall be binding on



the contractor.

- 4.2 Contractor shall mobilize manpower teams of qualified and experienced personnel along with required inspection instruments, accessories etc. for the job within 07 days of intimation by BCPL. The intimation shall not be later than 1 month from the date of LOA.

5. TERMS OF PAYMENT:

Contractor is required to submit running bills on job progress basis in triplicate to EIC along with copies of measurement sheets for certification and payment.

Payment shall be made as per the progress of job and bill duly verified and certified by engineer in charge.

No payment will be made for substandard work not meeting the requirements unless defects are rectified to the satisfaction of Engineer-In-Charge.

The payment shall normally be made within Thirty days of submission of bill to EIC by finance Deptt after statutory deductions. All payment (including refund of EMD/Security Deposit) shall be released through electronic mode e-banking.

The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labour up to the previous bill has already been deposited with the PF commissioner.

Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.

6. CLEARANCE OF SITE:

As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-In-Charge.

If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.



7. FALSE INFORMATION:

In case during the execution of contract or thereafter at any stage later including after completion of contract, it comes into the knowledge of BCPL or any of its employees that information submitted by the bidder regarding experience etc its false, BCPL shall have the right to terminate the contract immediately without assigning any reasons thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealing with BCPL.

8 TERMINATION OF CONTRACT:

The company for any reason whatsoever and of which the company shall be the sole judge may terminate his contract by giving notice of 15 days and the contractor and his labour vacate the site / work place on expiry of such notice period. In the event of such termination of the contract, the contractor shall be paid for all the work executed upto the period of the termination subject to deduction of any dues, penalties, and other recoveries etc.

9. PENALTY CLAUSE FOR SAFETY VIOLATION:

Repeated violation of safety rules & regulation by the contractor shall attract penalty as per details below:-

- a) For first time violation of safety rules & regulation by contractor, HOD (F&S) will issue a warning letter to contractor with intimation to OIC of work centre and EIC.
- b) 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.
- c) 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.
- d) In case of consistent violation of safety rules & regulation by contractor, BCPL reserves the right to take suitable action against contractor including forfeiture of security deposit and termination of the contract and upon such termination the BCPL shall have the right to remove the contractor's materials from site.

10. SUB-CONTRACTING:

The contractor shall not sub contract any part of the job under this contract without the prior written consent of BCPL.

11. MISCELLANEOUS:

All obligations arising of labour deployment labour laws to meet the necessary statutory requirement would solely lie on the CONTRACTOR.. CONTRACTOR would be solely responsible for safety and security of manpower and materials.

12. RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:



The contractor has to pay following wage components along with statutory payments/obligation as indicated in SOR to the persons engaged by him in BCPL:

S.No	Wage component	Rates
1	Minimum wage	As notified by Central Government or State Government from time to time (whichever is higher)
2	PF Contribution including EDLI & Administrative Charges	13.36% of wage (The contractor has to ensure deposit of PF contribution @ 12 % of wages irrespective of rate of wages)
3	Employee State Insurance(ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923	4.75% of minimum wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86lacs per contract worker
4	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of wage (The same may be paid to the contract workers during festival time by the contractor and take reimbursement on submission of proof of payment of bonus).
5	Death Gratuity	4.81% of Minimum Wage may be provisioned in contract value for Gratuity and the same will be payable only in case of death or permanent disablement during the currency of the 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 the deceased contract employee. Nomination forms as prescribed under payment of wage act must be kept on record and should be considered for extending benefit.
6	Leave wages as per factory Act/Rule or Shops & Establishment Act of respective states (8CL, 3NH, 4Festival Holidays and 15 Earned leave)	8.33% of Minimum Wage may be made in the contract value and compliance to be done in terms of the Statutory Provisions and the same to be reflected in attendance register and leave Record by the contractor.
7	Overtime for working	14% of minimum wages to be provisioned as

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



	extra Work/Compensatory Off (provision for over time should be made in the contract value as per requirement)	applicable under Factories Act 1948 or Shops and Establishment Act of respective state. Disbursement should be maintained in overtime register prescribed in CL (R&A) Act 1970.
8	Cost of safety kit & liveries in terms of Safety Provisions under Factories Act 1948(for workers working in factories only).	6% of Minimum Wage. The same may be reimbursed to the contractor on distribution of safety kits and liveries (two pairs of shirts, trousers, socks and one pair of safety shoes per year as per safety norms of BCPL) and submission of proof of purchase and distribution.
9	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	In case women contract worker who has worked at least 80days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act 1961. For miscarriage women worker will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be made in the contract value. In case ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC.

- B. The contractor shall have his own PF Code No. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme 1952, Employee Deposit Linked Insurance Scheme 1976 and Employee Pension Scheme 1995. Contractor to generate UAN No. for all his
- C. The contractor shall have his own ESI Code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948. In case the premises / worksite is not covered under ESIC, contractor to obtain a suitable workmanship policy in line with the coverage of Employees Compensation Act, 2010.
- D. The contractor shall submit the Challans along with bank receipts/bank statement on monthly basis for the proof of PF contribution with RPFC and ESI Contribution with ESIC.
- E. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the Licensing Officer i.e RLC (Central), Ministry of Labor, Govt. of India at Dibrugarh.



- F. The contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Employee's Compensation Act 1923, and other relevant acts, rules and regulations enforced from time to time.
- G. 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 in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- H. 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.
- I. 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.
- J. All personnel deployed by the contractor should be on the rolls of the contractor.
- K. No contractor worker below the age of 18 years shall be deployed on the work.
- L. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- M. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction whenever required.
- N. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through ENGINEER-IN-CHARGE for his employees.
- O. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- P. While confirming to any of these conditions, the ~~contractor~~ contractor should ensure that no law of state regarding labor, 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 statutory authorities.
- Q. All existing and amended Security and Safety / Fire Rules of BCPL are to be followed at the work site.



- R. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and Payment of Wages Act 1936.
- S. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. contractor shall indemnify BCPL from such liabilities.
- T. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract manpower engaged by him from the Corporation.
- U. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a Civil Govt. Doctor.
- V. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the Plant Premises. If found under the influence of above, the owner / BCPL will terminate the contract immediately and may refer the case to police.
- W. The contractor hereby agrees to indemnify owner / BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/BCPL.
- X. Following documents shall be submitted by the Agency/contractor to Engineer In-Charge at various stages during the currency of the contract:
- Y. **Immediately after issuance/receiving of Letter of Intent (LOI):**
1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .
 2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
 3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
 4. Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.
 5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
 6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
 7. Copy of Employee State Insurance (ESI) registration certificate issued by Employee State Insurance Corporation.



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8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
9. **At the time of submission of monthly bills:**
1. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on ---- - (date) at ----- (place)”.
 2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
 3. Copy of Electronic Challan cum Return (ECR)/Electronic Return for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution along with On Line Uploaded list of contract workers/members.
1. **Registers are to be maintained by the contractor:**
- a. **Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936:** During the currency of the contract, the contractor has to maintain registers like:
1. Muster Roll in FORM-XVIII
 2. Register of workmen in FORM-XIII
 3. Wage Register in FORM-XVII
 4. Register of Deductions in FORM-XX
 5. Register of Overtime in FORM-XXIII
 6. Register of Fines in FORM-XVI
 7. Register of advances in FORM-XXII
 8. Issuance and maintenance of Wage Slip in FORM XIX.
 9. Issuance of valid Identity Card by the contractor IN FORM XIV.
- b. **Employee State Insurance Act, 1948:** During the currency of Contract, the contractor has to maintain registers like:
- Register of employees in Form-6
 - Accident Book in Form-11
- C. **At the time of closure of contract:**
1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding



payment of wages, Provident Fund, Insurance and other payments. Performa Indemnity Bond is provided at clause 12.0.

13. GUIDELINES FOR ENGAGEMENT OF PROJECT AFFECTED PERSONS (PAP)

The contractor will ensure engagement of 100% project Affected persons (PAP) and local persons in un-skilled category of work for which the list of such persons will be provided by the authorized person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

So far as engagement of Semi-skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job / work.

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

14.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

- 14.1 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 14.2 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.
- 14.3 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.
- 14.4 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 14.5 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost



and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.

- 14.6 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.
- 14.7 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner Assam if he engages 20 or more workmen/labours.
- 14.12 The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner Assam from time to time in the presence of authorized representative of the Principle Employer i.e. Engineer –In-Charge (EIC). The Engineer Incharge 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.
- 14.13 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF , if applicable from the contract workers and deposit the PF of employer contribution to concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.



- 14.14 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.
- 14.15 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.
- 14.16 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, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no.15.13.
- 14.17 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer – In- Charge. **The checklist- is indicative for monthly bills** only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly
- 14.18 No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL rules. However for site in charge accommodation will be provided subject to availability and approval by competent authority on chargeable basis.

15.0 DOCUMENTS TO BE ATTACHED WITH RA Bill

Sl No.	Document	Periodicity	Availability Status
A	Copy of labour license (applicable, if contractor is engaging 20 or more workers)	With first bill	
B	Copy of comprehensive insurance cover (Workmen's Compensation Policy - Table A	With first bill	
C	Copy of Contract Agreement	With first bill	
D	Gate Pass Details	Every month	
E	Copies of Forms under Contract Labour (R&A) Act, 1970		
E.1	Register of persons in Form XIII*	Every month	
E.2	Muster Roll in Form XVI*	Every month	
E.3	Register of Wages in Form XVII*	Every month	
F	Copies of Forms under Factories Act, 1948		



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

F.1	Form 11*	Every month	
F.2	Form 12*	Every month	
F.3	Form 13*	Every month	
F.4	Form 14*	Every month	
F.5	Form 15*	Every month	
F.6	Form 16*	Every month	
G	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952		
G.1	PF Challan*	Every month	
G.2	Form 12A*	Every month	
G.3	Form 2 (for new joiners)*	Every month	
G.4	Form 11(revised) - for new joiners*	Every month	
G.5	Form 3A*	At the end of financial year	
G.6	Form 5 *	Every month	
G.7	Form 10*	Every month	
G.8	Form 5A*	With first bill	
G.9	Form 9*	With first bill	
G.10	Form 6A	At the end of financial year	

***Applicable or routine contracts .However for on call basis contract copy of PF challan, Form 12 A & comprehensive insurance are required for the months in which job was carried out**

LABOUR LAW RELATED CLAUSES OF TENDER

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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SECTION – VI

Drawing

Attached separately

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR “HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS”



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SECTION-VII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



SECTION-VIII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BCPL.



- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

SECTION-VIII

SCHEDULE OF RATES[SOR] ATTACHED AS A SEPARATE SHEET

TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR APERIOD OF 2 YEARS"



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CUT-OUT SLIPS

ENVELOPE – (1): "TECHNO-COMMERCIAL / UN-PRICED BID" – As per ITB 11.1.1

DO NOT OPEN – THIS IS A QUOTATION

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION
REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL
LEPETKATA FOR APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

BID SUBMISSION DUE DATE & TIME : 14.02.2017 at 1430Hrs

TO

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

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
TECHNO-COMMERCIAL / UN-PRICED BID

**TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS
INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS"**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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CUT-OUT SLIPS

ENVELOPE – (2): "Price Bid" – As per ITB 11.1.2

DO NOT OPEN – THIS IS A QUOTATION

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION
REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL
LEPETKATA FOR APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

BID SUBMISSION DUE DATE & TIME : 14.02.2017 at 1430 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.

M/s Brahmputra 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.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "

"Price Bid – PART - II"

.....

**TENDER NO: BCPL/C&P/LE16W205ND/00166FOR "HIRING OF SERVICE CONTRACT TOWARDS
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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

**SUB: HIRING OF SERVICE CONTRACT TOWARDS INSULATION
REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL
LEPETKATA FOR APERIOD OF 2 YEARS**

TENDER NO.: BCPL/C&P/LE16W205ND/00166

BID SUBMISSION DUE DATE & TIME : 14.02.2017 at 1430 Hrs.

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M/s Brahmputra Cracker and
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Administrative Building, PO:
Lepetkata, Distt.: Dibrugarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING ENVELOPES PART –I & PART-II

**TENDER NO: BCPL/C&P/LE16W205ND/00166FOR “HIRING OF SERVICE CONTRACT TOWARDS
INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA FOR
APERIOD OF 2 YEARS”**