



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)
प्रशासनिक भि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA
निला: नडबूगढ़, असम / DISTT.: DIBURGARH, ASSAM
नपि कोड - 786006 / PIN CODE: 786006

ई-निनिदा संख्या / e-TENDER NO:

BCPL/C&P/LE19W148MB/90001084

Dated 17.12.2019

ई-निनिदा दस्तावेज / e-TENDER DOCUMENT FOR

**“DESIGN, ENGINEERING & INSTALLATION OF
114.3 MM OD PIPELINE BY HORIZONTAL
DIRECTIONAL DRILLING METHOD ACROSS
BURHIDIHING RIVER”.**

LIMITED DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	09.01.2020 at 14:30 Hrs
Tender Opening Date & Time	:	10.01.2020 at 15:00 Hrs
Pre-Bid Meeting	:	02.01.2020 at 11:00 Hrs

EMD Amount	:	Amount (in Rs.)
		Rs. 8,90,000.00

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.

“DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

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?	No, Bids shall be submitted only through e-tender mode in the e-TENDER PORTAL (NIC CPP PORTAL) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
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). (iii) Start ups are exempted from submission of EMD.
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Whether Late bid can be considered?	No

9	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.
10	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.
11	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.
12	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.
13	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.
14	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
15	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

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

i) EMD/Bid Security

ii) Documents in support of exemption of EMD (certified by CA and also notarized by notary)

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- **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 57-66 under section III of ITB.**
- NB: Tender document in complete in all respect including the above section along with unpriced SOR of section-VIII to be uploaded in technical folder and priced offer to be uploaded in Financial folder (*for details may refer instructions for participation in e-tender*).

भाग – I
SECTION – I

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

SECTION – I

INVITATION FOR BID [IFB]

To,

Dt. 17.12.2019

PROSPECTIVE BIDDERS

SUB: “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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	COMPLETION PERIOD		Time of completion shall be 06 (six) months from the date of intimation by the E-I-C after issue of LOI/LOA within the contract period at a single stretch. (Detail break up as per SCC).
II	EARNEST MONEY DEPOSIT (EMD)	:	Rs. 8,90,000.00
III	BID SUBMISSION DUE DATE & TIME	:	09.01.2020 up to 14:30 Hrs
IV	OPENING OF UNPRICED BID	:	10.01.2020 at 15:00 Hrs.
V	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.
VI	CONTRACT PERIOD		15 months from the date of issue of LOI/LOA.
VII	MODE OF TENDERING	:	Limited Domestic Competitive e-Bidding (Under Two Bid System Basis). Tender shall be uploaded at GAIL's website, BCPL website & Government website along with intimation to the prospective bidders.
VIII	DATE AND TIME OF PRE- BID CONFERENCE	:	02.01.2020

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

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER**. The IFB is an integral and inseparable part of the bidding document.

e-TENDER NO: BCPL/C&P/LE19W148MB/90001084 FOR “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or NIC e-portal <http://tenders.gov.in>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal (<http://tenders.gov.in>) on or before the due date of bid submission in e-mode.
- 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received [in e-mode through NIC e-portal (<http://tenders.gov.in>)] from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 8.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 9.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Manosh J Borah]
Manager [C&P]
M: 9435384778
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भाग – II
SECTION – II

बोली मूल्यांकन मानदंड) बीईसी).
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY

1. BID EVALUATION CRITERIA [BEC]

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

- 1.1.1 Bidder must have **executed** at least one single order/contract/agreement of “**similar nature of works**” in Govt. /Semi Govt./PSU/MNC/Public Ltd Company Pvt. Ltd Company of value not less than **Rs. 2.22 Crores** (excluding taxes) in previous seven (07) years prior to the due date of bid submission.

Note 1:

- a) **Definition of ‘similar nature of works’ means:** Installation & commissioning of API quality Cross-country pipeline of minimum OD 114.3 mm across river by horizontal directional drilling (HDD) method.
- b) Bidder(s) shall be required to submit/upload the documents in respect of above experience criteria as per details at sl. no. **1.3** below.
- c) If the order(s)/contract(s) submitted by the bidder along with the bid to comply BEC clause no. 1.1.1 is of composite nature, in such case, the executed value other than the ‘**similar nature of work**’ as mentioned above at sl. no. (b) shall not be considered for qualification of bidder.

1.1.3 **Relaxed Norms for Startups in prior experience criteria:**

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for ‘Startup’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender i.e, Installation & commissioning of pipeline by horizontal directional drilling (HDD) method.

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

Since certificate of DIPP do not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

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

[However, EIC’s of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

1.2 **BEC- Financial: (as a single bidder)**

1.2.1 **TURN OVER:**

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2018-2019, 2017-2018, 2016-17**) shall be **Rs. 2.22 Crores**.

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2017-18, 2016-17 & 2015-16**. Accordingly, Annual Turn-over of the bidder for the **FY: 2017-18 or 2016-17 or 2015-16** shall be considered.

1.2.2 **NET WORTH:**

Net Worth of the bidder should be **positive** as per the **last audited financial statement**, i.e. **FY: 2018-19**.

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2017-2018** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2017-2018** shall be considered.

1.2.3 **WORKING CAPITAL:**

The minimum working capital of the Bidder as per the last audited financial statement, i.e. **FY: 2018-19** shall be **Rs. 44.52 lakhs**.

In case, financial results (Balance sheet and profit & Loss account statement) of a bidder for the **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2018-19** i.e. **FY: 2017-18** along with un-price bid. Accordingly, working capital of the bidder for the **FY: 2017-2018** shall be considered.

Note 3:

- a) If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).
- b) Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1** i.e. **FY: 2018-19, 2017-18 & 2016-17**.

1.2.4 **Relaxed Norms for Startups in financial criteria:**

Prior turnover for 'Startup' company (i.e. sl. no. 1.2.1 above) [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality, technical specifications (scope of work), positive net worth and working capital criteria of BEC as specified in the tender document.

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

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

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:

Sn	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)
	1.1	Technical Experience Criteria – Document (All documents to be submitted against point no. 1.1.1, 1.1.2 & 1.1.3 must be Certified/attested by both Chartered Engineer and Notarised by Notary Public with legible stamp)	
1.	1.1.1	Experience against execution & completion of order	a) Bidder must submit/upload the Copy of work order/contract/Agreement along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at clause no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the work order/contract/Agreement submitted/uploaded as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u> must contain the detailed information like work order/contract/Agreement 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 or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience against Startup Company	Bidder to upload / submit the copy of valid ' Certificate of Recognition ' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1 (Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be duly Certified/attested by Notary public with legible stamp]	
4.	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2018-2019, 2017-2018 & 2016-17.
5.	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet & Profit - Loss account statement) of last audited Financial Year, i.e. FY: 2018-19.

Sn	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)
6.	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. FY: 2017-18.
7.		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format-F-16 enclosed with RFQ duly signed and stamped by a registered Chartered Accountant only.

Note to above Bid Evaluation 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 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) For experience based on **composite works**: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no. 1.1.1, then the value of such similar work [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- (iii) Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.
- (iv) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- (v) Bids of Joint Venture/ Consortium is not acceptable.
- (vi) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.

2.0. Methodology for Evaluation of Bids:

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

Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for arriving at the L1 bidder for award.

2.2 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

- 2.2 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.3 In case there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy.
- 2.4 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant**.
- 2.5 Startups are exempted from submission of **EMD**.

2.6 **CPBG: The following CPBG clause shall be incorporated in tender document-**

- 2.6.1 The contract performance security shall be 10% of annualized Basic Contract Value (without GST 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 GST. Details as per ITB of Tender document.

OR

- 2.6.2 The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.

2.7 **PPP Policy 2012:**

Considering the nature of job, **splitting of quantities will not be possible**, hence the clause for award of 25 % of ordered value to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (any bidder other than MSE or start up bidder) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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

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20. SUBMISSION, SEALING AND MARKING OF BIDS
21. DEADLINE FOR SUBMISSION OF BIDS
22. LATE BIDS
23. MODIFICATION AND WITHDRAWAL OF BIDS
24. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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25. BID OPENING
26. CONFIDENTIALITY
27. CONTACTING THE EMPLOYER
28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
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- 34. AWARD
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- 40. AHR ITEMS
- 41. VENDOR PERFORMANCE EVALUATION PROCEDURE
- 42. INCOME TAX & CORPORATE TAX
- 43. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT
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- 46. TRANSPARENCY
- 47. SALE OF BID DOCUMENTS
- 48. SUBLETTING & ASSIGNMENT
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[G] ANNEXURES:

- 2. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE
PRACTICES
- 3. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION
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- 4. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO
BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
- 5. ANNEXURE-IV: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS

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

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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

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

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

- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of

the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.5. Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **As per BEC.**

2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.

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

4. **COST OF BIDDING & TENDER FEE**

4.1. **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.

4.2. **TENDER FEE- Not Applicable**

4.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

4.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

4.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

5. **SITE VISIT**

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

[B] – BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENTS

- 6.1. 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 : Health, Safety and Environment [HSE] Specifications
- Section-VII : Schedule of Rates

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

- 6.2. 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.

7. CLARIFICATION OF BIDDING DOCUMENTS

- 7.1. 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://gaitenders.in>; <http://www.bcplonline.co.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

- 7.2. 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".

8. AMENDMENT OF BIDDING DOCUMENTS

- 8.1. 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.
- 8.2. Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gaitenders.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.
- 8.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.
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[C] – PREPARATION OF BIDS

9. 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.

10. DOCUMENTS COMPRISING THE BID

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

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

- 10.1.1. **FOLDER-I: “TECHNO-COMMERCIAL / UN-PRICED BID”** shall contain the following:

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

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

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

***The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. Pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.**

10.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

11. SCHEDULE OF RATES / BID PRICES

- 11.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.
- 11.2. 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.
- 11.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 11.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 11.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes &

Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 11.6. 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.
- 11.7. Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

12. GST (CGST & SGST/ UTGST or IGST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.10. **Anti-profiteering clause**

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

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

13. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

14. **BID VALIDITY**

- 14.1. 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'.
- 14.2. 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.

15. EARNEST MONEY/BID SECURITY: Rs. 8,90,000.00

Not Applicable For startup

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

- 15.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 15.2. 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"
- 15.3. 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'
- 15.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 15.5. **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.**
- 15.6. 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.
- 15.7. 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.

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

15.9. **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.

16. PRE-BID MEETING (IF APPLICABLE)

16.1. 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.

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

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

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

17. FORMAT AND SIGNING OF BID

17.1. 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.

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

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

18. ZERO DEVIATION AND REJECTION CRITERIA

- 18.1. **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.
- 18.2. **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.

19. 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

20. SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

- 20.2. All the bids shall be addressed to the owner at address specified in IFB.
- 20.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

21. DEADLINE FOR SUBMISSION OF BIDS

- 21.1. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 21.2. BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

22. LATE BIDS

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

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

- 22.3. 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.

23. MODIFICATION AND WITHDRAWAL OF BIDS

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

24. 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

25. BID OPENING

25.1. *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.

25.2. *Priced Bid Opening:*

25.2.1. 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.

25.2.2. 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.

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

26. 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.

27. CONTACTING THE EMPLOYER

27.1. 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.

- 27.2. 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.

28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1. 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"

- 28.2. 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.

- 28.3. 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.

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

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

29. CORRECTION OF ERRORS

- 29.1. 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
- 29.2. 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.
30. **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**
- Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
31. **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.
32. **COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**
33. **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

34. **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.
35. **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT**
- 35.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]"/ "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 35.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]"/"Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

36. SIGNING OF AGREEMENT

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

37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

- 37.2. The contract performance security shall be 10% of Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the warranty period as specified in the tender. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.

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

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

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

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

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

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

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 39.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 21.05.2012 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 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 18%, 4% shall be from MSEs owned by SC/ST entrepreneurs and balance from women owned. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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

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

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

Mandatory declaration of UAM number by MSE bidders on CPPP w e f 1st April'2018, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012.

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. Hard copy of the same to be submitted.

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

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

40. AHR ITEMS

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

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

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

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

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

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.

42. INCOME TAX & CORPORATE TAX

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

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

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

42.4. MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

43. 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.

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

- 44.1. 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.
- 44.2. 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.
- 44.3. 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.
- 44.4. 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.
- 44.5. 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.
- 44.6. 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.
- 44.7. 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.
- 44.8. 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.

45. 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 Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006.	HOD (C&P) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006

46. TRANSPARENCY

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

47. 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.

48. SUBLETTING & ASSIGNMENT

- 48.1. 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.

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

- 49.1. 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.

50. 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:

- 50.1. 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.
- 50.2. 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.
- 50.3. 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.
- 50.4. 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.
- 50.5. 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.
- 50.6. 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.
- 50.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified.”

- 50.8 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.
- 50.9 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.
- 51. ONE BID PER BIDDER:**
- i. A bidder shall submit only „one [01] Bid“ in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A bidder who submits or participates in more than „one [01] Bid“ will cause all the proposals in which the Bidder has participated to be disqualified.
 - ii. More than one bid means bid(s) by bidders(s) having same Proprietor/Partners/Limited Liability Partners in any other Bidder (s). Further, more than one bid shall also include two or more bidders having common power of attorney holder.
Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
 - iii. Alternative Bids shall not be considered.
 - iv. The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR item basis.

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

A. Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 ”Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

Sl. No.	Performance Rating	Action
1	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.

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.

- 7.0** 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.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

9.0 ERRANT BIDDER

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

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

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PERFORMANCE RATING DATA SHEET
(FOR O&M)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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Signature of
Authorised Signatory:

Name:

Designation:

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		Delay up to 12 weeks	20
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		More than 16 weeks	0
b)	Above 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

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A.	FOR WORKS/CONTRACTS	
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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

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

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

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

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

Digital Signatures can be obtained using following steps:

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

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

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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

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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered,

he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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

18. IT Resources:

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

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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



e-TENDER NO: BCPL/C&P/LE19W148MB/90001084 FOR “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

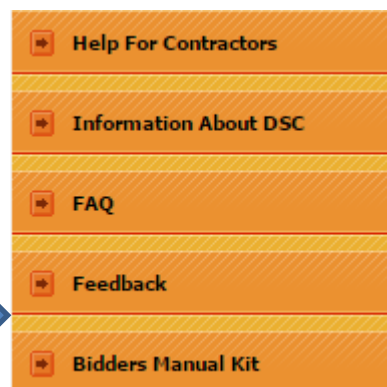
21. Check list / Quick View Summary:

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

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



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



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

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

In FAQ user will get various FAQ related to:

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

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

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

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



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

[BoQ_Help_Bidder_ItemWise_Tax.pdf](#)

[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

If the NIC Help Desk does not respond, may please contact the BCPL Help Desk Number as mentioned above.

-----X-----

-----X-----



BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ e-TENDER NO is : e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker And Polymer Limited				
2.1	Name of the Contract: “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" data-bbox="438 779 994 927"><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				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. M J BORAH, MGR (C&P) / Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006. Email id: manosh.borah@bcplindia.co.in				
C. PREPARATION OF BIDS					



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

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
22	The e-TENDER NO. of this bidding process is: BCPL/C&P/LE19W148MB/90001084
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. MANOSH JYOTI BORAH, 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. Email id: manosh.borah@bcplindia.co.in
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006.Email id: manosh.borah@bcplindia.co.in Date: 10.01.2020 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 ITB of tender document.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO				
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
40	Public Procurement Policy for MSEs : <table><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Whether tendered item is non-split able or not-divisible : Not Splittable <table><tr><td>YES</td><td>☒ NO</td></tr><tr><td>NO</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO	YES	☒ NO	NO	☒ YES
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
YES	☒ NO								
NO	☒ YES								
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								



फॉर्म और प्रारूप

FORMS & FORMATS



LIST OF FORMS & FORMAT

Form No.	Description
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BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER".

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

1	Bidder Name (With Contact Person Name, Phone no., e-mail ID & Details)	
2 (a)	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
2 (b)	Copy of partnership deed/ Memorandum and Articles of Association / Certificate of Incorporation in case of limited company or affidavit towards proprietorship firm	[Submitted / Not-submitted]
2 (c)	Power of Attorney & Name of Person	[Submitted / Not-submitted]
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:



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

6	Operation Address (if different from above)	
		City:
		District:
		State:
		PIN/ZIP:
7	Telephone Number [Mobile & Landline]	Mobile- Landline-
8	NAME OF CONTACT PERSON E-mail ID	
9	Website	
10	Fax Number:	
11	ISO Certification, if any	{ If yes, please furnish details }
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN Details	[Enclose copy of PAN Card]
17	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM Part-II) issued by the authority specified by the respective State Government.)</i>
18	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB) Pl. specify (put tick mark) SC / ST / GENERAL / OTHERS _____ The MSE certificate to be attested by chartered accountant & notarized by notary public.
19	Type of Entity	Corporate/ Non-Corporate (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).



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20	GSTIN	Please submit GST Registration Certificate
21	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
22	START-UP	(YES / NO) Put Tick mark Certificate Ref. no. _____ Date of issuance. _____ The start-up certificate to be attested by chartered accountant & notarized by notary public.
23	EPF Registration no. (Copy to be enclosed)	
24	ESI code no. (Copy to be enclosed)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER".

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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: “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
4. EMD / Bid Bond
5. Power of Attorney
6. Duly certified documents 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 Brahmaputra 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 -----20 ----- 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 along with 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: "DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER".

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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: "DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER".

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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:



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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: "DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER".

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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:



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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

TO BE SUBMITTED AFTER GETTING THE ORDER.

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, Distt.: 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 Brahmputra 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.



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

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 or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.~~
4. ~~The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said 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~~



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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 along with documentary evidence.

.....



AGREED TERMS & CONDITIONS

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

e-TENDER NO.:- BCPL/C&P/LE19W148MB/90001084

Sl. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address.	
2.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
3.	Rate of applicable GST	
4.	i) Confirm acceptance of relevant Terms of Payment specified in SCC of the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
5.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
6.	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 Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7.	Confirm acceptance of Penalty & Price Reduction Schedule as specified in GCC of the tender document.	
8.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
9.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
10.	Please confirm your acceptance to all terms and conditions of SCC and SOW	
11.	Confirm your acceptance that “Time of completion shall be 06 (six) months from the date of intimation by the E-I-C after issue of LOI/LOA within the contract period at a single stretch” (Detail break up as per SCC).	



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(A Government of India Enterprise)

12.	Confirm your acceptance to period of contract as "15 months from the date of issue of LOI/LOA".	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm that you have complied to " One Bid Per Bidder " clause of ITB of the tender document.	
15.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	Confirm that none of the Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
18.	Please confirm whether the experience certificates furnished by you for compliance of BEC criteria are not executed for Subsidiary/Fellow subsidiary/Holding Company. If so, may please confirm that you have furnished additional documents like tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.	
19.	Confirm that none of the Director (s) of the participating firm/company is/are the same Director (s) of other firm/company who has participated in the same tender.	
20.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
21.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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: “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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 :



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER".

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

Sl. No	Descripti on of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal & phone nos. of Client.	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment of Services	Scheduled Completion Time (Mont hs)	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. Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any) as a token of acceptance to tender terms & clause.		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid.		
i	Covering Letter, Letter of Submission.		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any).		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi.	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii.	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	Rs. 8,90,000.00		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND (03) 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 also 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>Refer Section-II of tender document.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by as per section II of tender document	YES	NO
C	COMPLETION/EXECUTION ON CERTIFICATE	Duly CERTIFIED by as per section II of tender document	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
5.	Security deposit: As per section – II of tender document.		YES	NO
6.	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD “NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]” IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E- PORTAL], ALONGWITH UNPRICED BID.	YES	NO



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

8.	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO
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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 along with 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:

- All documents **[to be submitted]** are required to be self-attested duly signed and stamped.
- 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 Agency/Client/Owner/Company	
B2		Order No. & Date	



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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	
D2		Order No. & Date	



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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		



THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

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

- Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2018-19, 2017-2018 & 2016-2017 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.
- 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: 2018-19, 2017-2018 & 2016-2017 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2018-2019 FY: 2017-2018 FY: 2016-2017	Yes / No Yes / No Yes / No	
1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	: Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2018-2019. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	



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1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	:	Name _____ Of _____ Chartered Accountant: _____ Membership _____ No. _____ of _____ Chartered Accountant _____	Yes / No	
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F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

***Refer Instructions**

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

Instructions:

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



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

e-TENDER NO.: BCPL/C&P/LE19W148MB/90001084

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



E-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
bank)

(Signature of authorized officer of



भाग – IV
SECTION – IV

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



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

NIT/RFQ NUMBER: BCPL/C&P/LE19W148MB/90001084

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V
SECTION – V
SPECIAL CONDITIONS OF CONTRACT
[SCC]
& SCOPE OF WORK [SOW]



SECTION-II SPECIAL CONDITIONS OF THE CONTRACT

1.0 GENERAL:

1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications of Work, Drawings and other documents forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

1.3 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.

1.4 Wherever it is mentioned in the specifications that the contractor shall perform certain works or provide certain facilities, it is to be understood that in addition to the items supplied by the company, the contractor shall do so at his own cost, being deemed to be part of the relevant item in the schedule of rates (SOR) whether specifically stated or not.

1.5 The design and workmanship of all materials to be used / supplied by the bidder shall satisfy the relevant Standards & Codes, besides the specifications & stipulations contained herein the contract specifications. The bidder shall absorb all cost because of the additional involvements thereon.

1.6 A pre-bid conference shall be organized by the owner to clarify the service requirement. Bidder may seek clarification to any of the issues and confusion, if any, in respect of the work. It would be considered that bidder satisfied himself regarding the details furnished by the owner in the tender document, feasibility of the method of construction and other associated job.

2.0 DETAILS OF JOB:

Design, Detail Engineering & Installation of 114.3 mm OD Pipeline by Horizontal Directional Drilling method parallel to Buridehing river including laying of approximately 1600 mtr of 114.3mm OD Pipeline & Hook-ups with existing C2+ Liquid Hydrocarbon pipeline.

3.0 SCOPE OF WORK:

3.1 Preparation of detailed construction / installation drawings, method, statements for Owners approval after site verification

3.2 Submission of QA/QC procedure for Owners approval.

3.3 The scope may be broadly summarized for each location as follows:

- a) Mobilization of materials & equipment to work-site and making of approaches.
- b) Welders Qualification Test.



- c) Design and Installation of submerged pipeline crossing.
 - d) Supply of Heat- Shrinkable sleeve for joint coating.
 - e) Handling & Transportation of pipes and coating materials.
 - f) Stringing, Welding, Radiography and Hydro-testing prior to installation.
 - g) Post – installation Hydro-test.
 - h) Hook up with existing pipeline.
 - i) C2+ liquid handling and transportation.
 - j) Retrieval of pipes.
 - k) Refurbishment of coating,
 - l) Laying of OFC cable through HDPE duct.
 - m) Back filling and Restoration of site.
- 3.4 Taking delivery of Owner-supplied from the designed location at BCPL Store, Lepatkata and transporting them to work sites. Repair of pipe ends, if any.
- 3.5 Mobilizing equipment, manpower and other resources etc. site preparation including arrangement of additional land required for pipeline stacking / welding, stringing and equipment placement, preparation launching area / facilities and access to work site etc.
- 3.6 String preparation including pipe welding, inspection and 100% radiographic inspection of the girth welds.
- 3.7 Carryout post-installation gauging and hydrostatic testing of the pipeline.
- 3.8 Repairing of damaged 3LPE coating of line pipe during taking over at company's yard including supply of all repair material. The job covers complete removal of defective coating and applying repair patch of coating as directed by the Engineer-in-charge.
- N.B: Any coating repair after taking over shall be carried out at Contractor's cost.
- 3.10 Replace the Hydro test water by pigging with treated water having corrosion inhibitor with sufficient PPM in a manner to avoid corrosion effect at least for one year. End cap have to be welded.
- 3.11 Laying of pipe size 114.3 mm dia 7.1 mm wall thickness including transportation, end preparation, making Tie Joint, welding, 100% radiographic inspection, trenching, dewatering, coating & wrapping, lowering, backfilling, existing pipeline crossing etc in all type of terrain in BCPL's ROW / ROU including supply of all consumables, transportation of required pipes from company's yard and complete in all respect as per specification. Total approximately 120 m.
- 3.12 Make trench across the ROW manually at 15 mtr interval (approx) for identification of other utilities like pipeline, cable etc and provide adequate protection of the utilities present against any damage during execution.



- 3.13 Transportation of 114.3 mm dia 7.1 mm wall thickness line pipes from BCPL's dump site at BCPL Store to site including loading, unloading and stacking as per specification provided herein or as directed by the engineer-in-charge.
- 3.14 Making field bends of 114.3 mm dia 7.1mm wall thickness pipe of bend radius more than **6D** including transportation, inspection as per specification or as per site requirement.
- 3.15 Carrying out air pigging, gauging with aluminum plate and hydrostatic testing of complete pipeline along with hydro-test of the completed string up to 85% of SMYS or. 62.0 kg/cm², whichever is minimum for 24 hours, this shall include repair / replacement of defects and re-testing till successful hydro test is achieved approximate length 1600 Mtrs.
- 3.16 Carrying out coating & wrapping of the pipeline by CTE / cold applied tape and holiday inspection and repair of coating damages, if any.
- 3.17 Proving of internal diameter of pipe for the newly laid pipe segment including HDD portion using aluminum gauge plate pigging as per relevant codes and standards.
- 3.18 Preparation and creation of the logistic support for execution of Hook up job which shall involve infrastructure development. The Shut-down job shall complete within 48 hrs from the time allotted by the company. The work shall be carried out round the clock basis. Two separate independent team with all equipment and manpower shall be deployed each end at hook up job locations. All equipment and manpower required for successful completion of the job shall be made available hot-stand by during shut-down period. The Equipment such as Air compressor-2 nos, Recovery van / crane / hydra - 1 no Generator- 1 no shall be kept on hot standby mode for 72 hrs.
- 3.19 Making arrangement for Air Pigging of the entire segment of old pipe to evacuate C2+ liquid and make blind at both end by welding. The job includes Handling, collection and transportation of spill during Hook-up.
- 3.20 Making pit to accommodate spilled C2+ Liquid This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, collection of the C2+ Liquid into the pit. The excavated earth shall be stacked of size- 2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit side wall shall be dressed suitably for laying polyethylene sheet. Arrangement of land shall be done by way of leasing or any other suitable means. Pit to be dug on both side of the hookup location.
- 3.21 Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the crude oil into the pit, making arrangement for pumping the C2+ Liquid from the pit in to the pipeline and all safety aspects during the operations.



3.23 Retrieval of pipes from underground section. The job shall include Air Pigging of the entire segment, Collection and handling of product and sludge from old pipes, cutting of the pipes at 10m interval with Hacksaw, Dismantling of the hangers and loading, unloading and onward transportation to BCPL store , Lepetkata.

3.22 Hook-up with existing pipeline at both end including clearing, grading, trenching, dewatering, end preparation, welding, radiographic inspection, coating & wrapping and back filling within 60 hrs including cutting of existing pipe by hacksaw , Cleaning the area , Spreading of dry sand, preparation for welding etc. complete in all respect. The job includes providing sand, electrode, hacksaw etc required for successful completion of the job.

3.23 Retrieval of pipes from underground section. The job shall include Air Pigging of the entire segment, Collection and handling of product and sludge from old pipes, cutting of the pipes at 10m interval with Hacksaw, Dismantling of the hangers and loading, unloading and onward transportation to Pipe yard at BCPL store.

3.24 Coating and wrapping of existing 114.3mm dia pipeline by CTE. the job involves scrapping of the existing coating; sand-blasting (including supply of sand); transportation of material to site; removal of scraps; providing protection during sand blasting ; applying primer , and subsequent application of cold applied tape

3.25 Installation of 273mm OD 6.4 mm thick casing pipe for Road crossing by way of boring and insertion of 114.3 mm carrier pipe complete with casing pipe, insulators, vent pipes end seals and including transportation of all materials, welding, radiographic inspection, Hydro testing, treating, testing and tie-in as per specification & applicable drawings including all consumables except casing end seals..

Note: Casing end seals shall be supplied from Company stock.

3.26 Testing Shipment and Installation of line Gate valve at down-stream end , size 114.3 mm dia with valve box and its enclosure after Hydrostatic testing including excavation , dewatering, radiographic inspection of welding joints, treating with coal tar enamel, painting ,necessary supports & foundation and placement of neoprene / polyethylene insulating mat of size 1mx1m x 254mm thick between the foundation & valve as per construction specification & applicable drawings. The job also include making of earth filled approach road of apprx dimension to Valve from nearest high land (embankment) as directed by Engineer-in -charge, BCPL.

3.27 Retrieval of valves, boxes and transportation to BCPL Store. The job shall include retrieval of valves, loading, transportation and unloading at BCPL Store, Lepetkata.

3.28 Preparation & submission of “As-Built” drawings & record.



3.29 All other works, which are not specifically indicated above, but required for successful completion of the works as per the tender documents, drawings, construction methodology & detailed engineering calculations etc.

3.30 Submission of daily progress reports

3.31 Restoration of site and final clean-up including de-mobilization.

4.0. **SCOPE OF SUPPLY**

4.1. **OWNER'S SCOPE OF SUPPLY.**

a) The Owners scope of supply shall be limited to the supply of the followings:

- i. 114.3 mm OD x 7.1 mm WT, API 5L, Gr.X42 pipes from the designated stockpile location at BCPL Pipeyard, Lepetkata.
- ii. OFC Cable from the designated stockpile location at BCPL Store, Lepetkata.

4.2 **CONTRACTOR'S SCOPE OF SUPPLY**

All other equipment, materials, consumables, etc. not specifically indicated above, but are required for successful completion of the works as per the tender documents, drawings / construction methodology / detailed engineering calculations etc. shall be included in the Contractor's scope of supply.

5.0. **OWNER'S RESPONSIBILITIES**

Owner shall review and approved detailed engineering, including engineering analysis/calculations, work procedures/construction methodology and drawings etc. prepared by the Contractor for execution of the entire job.

6.0 **CONTRACTOR'S RESPONSIBILITIES.**

6.1 Prior to quoting prices, the bidder shall be deemed to have visited the site and satisfied himself regarding the details furnished by the Owner in the tender document and the feasibility of the method of construction for the crossing and associated completion of the job.

6.2 Land required for Pipe stringing, operation and associated facilities etc. shall have to be arranged by the contractor at his own cost. Cost of making temporary access road to site, payment to the landowners if and when necessary, crop compensation etc. for the previously mentioned purpose shall be borne by the contractor.

6.3 Contractor shall be solely responsible for settling all compensation and disputes arising out of crop, property, any other damage caused thus, or his team during positioning the rig, pipeline stringing, construction and other associated works.



6.4 Disposal of wastes shall be exclusive responsibility of the Contractor. The contractor shall obtain any permits, permission or clearances required in this regard.

6.5 Contractor shall provide particulars of his qualified skilled / unskilled personal and equipment, instrument tools and tackles and all other necessary materials and facilities required for successful execution of the entire job.

6.6 Contractor shall supply all the materials required for permanent incorporation in the works as per his scope of supply, specified in the document.

6.7 Contractor shall use reasonable means / endeavors to protect all existing structures or utilities at or near the site, belonging to the company, the government or other third party facilities or installations from any kind of damage. The contractor shall also undertake to repair and restore such damage resulting from Contractor's failure to use suitable means/endeavors to protect the same.

Any such repair or restoration shall be at Contractor's expense and shall not be reimbursable.

6.8 All surplus materials supplied by Contractor / Owner and all trash, refuse and spoil materials shall be collected and disposed off / returned to the Owner's store by the contractor at his own expenses, as the case may be.

7.0 TECHNICAL PARAMETERS:

7.1 Actual construction shall be as per the owner's approved construction drawings to be developed by the contractor and approved by the owner and statutory authority, if any, as per provisions of the tender documents.

Contractor shall make site investigation before submission of the bid and no compensation, whatsoever, shall be payable on this account subsequently.

8.0 WATER AND POWER SUPPLY:

8.1 Contractor is responsible to arrange the required water and its storage at the site and power requirement at his own cost for execution of the work.

9.0 TIME OF COMPLETION

Time of completion shall be 06 (six) months from the date of intimation by the E-I-C after issue of LOI/LOA within the contract period at a single stretch.

The time of completion shall be encompassing time for mobilization, approval of the design & other materials, if any. **Detail placed at P/143 of RFQ.**

10.0 CONSTRUCTION:

Contractor shall observe all laws, rules and regulations, and requirements both National and local pertaining to the work in addition to the specified codes of the specifications.



11.0 INSTALLATION AND INSPECTION:

The contractor shall carry out required supervision and inspection as per the QAP and furnish all assistance required by the owner in carrying out inspection work during this phase. The owner shall have Engineers, Inspectors or other authorized representatives, who shall have free access to the work site all throughout. If representative of the owner notifies the contractor's authorized representative, of any deficiency, or recommends action regarding compliance with the specifications, the contractor shall make every effort to carry out such instructions in conformance to the specifications and approved drawings as per the best engineering practices.

12.0 EXISTING FACILITIES:

Existing facilities like drains, pipes, pipelines, cables, overhead wires, OFC cables and similar services encountered in the course of the work shall be protected against damage by the contractor at his own cost, such that the aforesaid services remains uninterrupted to the satisfaction of the owner and are not likely to hinder the operation of such services.

Any damage affecting the existing facilities / structures due to the contractor's fault shall be repaired by the contractor at his own cost to the satisfaction of the owner or the Engineer in charge of the concerned authority.

13.0 CONSTRUCTION EQUIPMENT:

All construction equipment to be deployed shall be in sound operating condition, safe and fit for the intended purpose and to have a sufficient supply of spares parts to avoid delays in the completion of the work. All construction equipment shall be subject to inspection and approval from time to time by the owner for ensuring conformity with the standard. Any such equipment, which is rejected or non-conforming with the standard shall be promptly repaired or removed / replaced by the contractor at his own cost.

14.0 TEST AND INSPECTION

- a) The contractor shall carry out various tests, as enumerated in the technical specifications of these technical documents that will be furnished to him during the execution of the work.
- b) All the required test pertaining to execution of the work either on the field or in laboratories and supply of materials by the contractor shall be carried out by himself at his own cost. All test equipment including recording / measuring gauges / instruments shall be calibrated and necessary certificates shall be shown issued by the statutory agency / test houses to the effect that the test equipment / instruments have been calibrated as per the standard practices on demand.



- c) The contractor shall carry out all instructions given during inspection(s) and shall ensure that the work is being carried out in accordance to the technical specifications and relevant codes and practices. Contractor shall submit daily work programme to the Engineer in charge.
- d) Any work, not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- e) All the results of inspection and tests will be recorded in the inspection reports, pro forma to be approved by the Engineer in charge. These reports shall form part of the completion document.

15.0 COMPLETION CERTIFICATE:

15.1 Within 15(fifteen) days of issue of final test certificate, the contractor shall clear the job-site of all surplus materials, equipment and machinery and shall demolish / dismantle including removal of all temporary work structures and constructions. The contractor shall remove all rubbish and restore the job-site to the satisfaction of the Engineer in charge.

15.2 In addition to the stipulations contained in the clauses of GCC, the contractor shall submit the following documents as prescribed by the Engineer in charge.

- Declaration in respect of completion of works.
- Material reconciliation statement duly verified and certified by the site engineer.
- Manufacturer's test certificate for all materials supplied by the contractor.
- All test certificates carried out by the contractor in conformance with the QAP.
- Certificate of return of all surplus materials, equipment Machineries etc, if any supplied by the owner.
- Pipe-gauging report.

15.3 The engineer in charge shall issue a completion certificate in respect of the works within 15(fifteen) days of receipt of the application along with the documents indicated in 15.2.

The decision of the Engineer in charge as to the acceptability of the "material reconciliation statement" furnished by the contractor and as to the ir-recoverable losses if determined to be reasonable, shall be final and binding upon the contractor.

15.4 The final bill shall not be accepted for processing unless the requisite completion certificate is furnished along with document.

16.0 PRICE ESCALATION:

"The contract price shall deem to be "firm and valid" for the entire duration of the contract till the completion of the work and shall not be subjected to any variation due to increase of price of materials, utilities etc.

17.0 MOBILIZATION ADVANCE:

No mobilization advance shall be admissible for carrying out work.



18.0 FIRE FIGHTING AND SAFETY EQUIPMENT / SERVICES: (As per API wherever applicable)

Safety: Contractor shall observe such safety regulations in accordance with acceptable standard practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion etc and maintain fire control equipment in sound condition at all times. Contractor shall conduct such safety drills etc. as may be required by Company at prescribed intervals.

- i) Contractor shall provide all necessary PPE as required.
- ii) Fire protection at site shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of firefighting at the site.
- iii) Documentation, record keeping of all safety practices should be conducted as per international / Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

19.0 SECURITY SERVICES:

Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp, operation, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment throughout the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. Company in no case will be involved in security related issues, relating to Contractor's personnel and material. Contractor shall also be responsible for the safety and security of Company's personnel/ equipment/ tools/materials etc. in the site and camp site and shall provide best security services to them during the tenure of the contract.

- i) **Set-Off:**
Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by BCPL and set-off against any claim of BCPL (or such other person or persons contracting through BCPL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with BCPL (or such other person or persons contracting through BCPL).
- ii) **Subsequently Enacted Laws:**
Subsequent to the date of issue of letter of intent if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.



iii) Pollution and Contamination:

Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base drilling fluids.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- d) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by BCPL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

20 DISCIPLINE:

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

21.0 WATER MANAGEMENT:

- i. Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.



ii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

iii. Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

22.0 EFFLUENT PIT BUNDS:

i. Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.

ii. The bunds / walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be immediately attended by Contractor to restrict pollution.

23.0 COLLECTION OF USED / BURNT LUBE OIL:

The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

24.0 COMPREHENSIVE 'HSE' GUIDELINES:

A) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub- sub contractors.

B) Every person deployed by the Contractor must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (BCPL) for providing the same. BCPL will provide the safety items, if available. But in turn, BCPL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

C) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.



- D) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- E) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- F) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- G) All persons deployed by the Contractor for working must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of VT, IME & PME.
- H) The Contractor shall submit to Factory Inspector returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- I) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- J) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in BCPL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- K) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- L) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- M) The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of BCPL.



- N) The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- O). If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
- P) The health checkup of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per BCPL's requirement & proof of such test(s) is to be submitted to BCPL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- Q) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- R) Records of daily attendance, accident report etc. are to be maintained in Forms by the Contractor.
- S) A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- T) A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- U) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- V) In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- W) When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- X) The Contractor should prevent the frequent change of his contractual employees as far as practicable.



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

Y) The Contractor should frame a mutually agreed bridging document between BCPL & the Contractor with roles and responsibilities clearly defined.

Z) For any HSE matters not specified in the contract document, the Contractor will abide the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.



TERMS OF REFERENCE

SPECIFICATION FOR HOOK UP OF SEGMENTS WITH EXISTING PIPELINE.

1.0 General:

- i) This specification covers the minimum requirements for the various activities to be performed by the contractor for the engineering and construction of pipeline & hooking up the HDD segment with existing Pipeline. This specification shall be read in conjunction with the conditions of all specifications and documents included in the tender.
- ii) Contractor shall, with due care and diligence, execute the work in compliance with all laws, bylaws, ordinance, regulations etc and provide all services and labour, inclusive of supervision thereof, all materials, equipment, appliances or other things of whatsoever nature required for execution of the work excluding the materials indicated as “owner supplied materials”.
- iii) The contractor shall be deemed to have inspected and examined the work sites and its works in the surroundings and the means of access to the work site and to have satisfied himself with regard to practicability of carrying out the specified works thereof, including subsurface conditions and climatic conditions, the extent and nature of the works and materials necessary for the completion of the works.
- iv) The contractor at his own cost and initiatives shall arrange access to work site including the temporary stock-yard constructed for execution of the work.
- v) The contractor shall provide and maintain at his own cost guards, fencing, watch and ward service, all lights etc, wherever necessary or on being advised by any authority in the interest of the work and properties for the safety and conveniences of public.
- vi) The restoration of the entire area which had been temporarily used for execution of the work by the contractor including temporary RoW for accessing to the site, storage yard etc shall be deemed to be included in the scope of work.
- vii) The contractor shall provide public conveniences and other facilities to owner's personnel in any phases of construction.

2.0 Construction Procedure:

- a) Contractor shall furnish, before commencing any work at site, for owner's approval a detailed pipeline layout drawings for the purpose of hook up of the HDD section with existing pipeline.
- b) The construction procedure shall include but not be limited to the following:
 - i) Project Organization Chart: This shall indicate organizational set up at site and manpower deployment.
 - ii) Details of equipment: Complete list of all equipment to be deployed with technical characteristic and capacity of each equipment including instrumentation, monitoring and control equipment.
 - iii) Pipe string preparation details (hauling, stringing, welding etc.)



- iv) Hydrostatic test procedure (pre installation).
- v) Method of laying covering all steps of construction, excavation, gauging air pigging, making necessary bends, backfilling etc.
- vi) Shut down time at each location shall be as specified in the SOR and schedule shall be in accordance with overall time schedule for the project.
- vii) Approval of the method, by the owner, used by the contractor shall in no way relieve the contractor from responsibilities for safe and satisfactory working and operational use of the pipeline system

3.0 Delivery and Transportation of Pipes

3.1 General

- a) This specification covers delivery, transportation, handling and stacking of line pipes. The contractor shall take delivery of the pipes from the Company's designated stock- yard.
- b) All acts, deeds, matters and things required fulfilling the general transportation obligation, all municipal and other statutory provisions, rules, regulations & orders related to transportation of pipes shall be the responsibility of the contractor.
- c) All other acts, deeds, matters and things whatsoever auxiliary or incidental to the above or necessary to be done to comply with any statute, rule, regulations or orders applicable thereto shall be the responsibility of the contractor.
- d) The contractor shall be responsible to plan for and provide suitable labour, material, machinery and equipment necessary for loading, transporting, un loading and stacking of pipes including but not limited to cranes, truck trailers etc as approved by the owner. The trailers should be fitted with wooden saddles with grooves to the size and diameter of the pipes.
- e) The contractor shall latch and secure the pipes during transportation in a manner to ensure that pipes shall not slip off and cause damage, dent and wrap due to over balance during transportation. The wire ropes used for lashing should have rubber padded to prevent to damage to pipe.
- f) In the event of any damage to or loss of any pipe(s) during transportation, the contractor shall indemnify the owner against the consequences. Any resultant loss shall be borne by the contractor, who shall forthwith inform the owner and shall lodge reports, complaints and claims in respect thereof with police, insurance, and / or other authorities as needed.
- g) The contractor shall abide by the applicable transportation rules for carrying out the jobs under this contract and follow all safety and security requirements at the stock yard sites and other places of work .The contractor also shall be responsible for ensuring deployment of proper and suitable equipment with experienced staff for carrying out the jobs under the contract.



h) The contractor shall be required to indemnify the owner against any loss, damage, inconvenience caused to any person or property due to this activities while rendering services under this contract till final completion of the work.

i) The owner shall not be responsible for safety or security with relation to the contractor's staff, equipment, or any other properties.

3.2 Transportation:

The contractor shall be responsible for inspection of pipes and damages to the pipe, if any, at the time of taking delivery of pipes. The contractor shall be fully responsible for the line pipes from the time of taking delivery from the stockyard until the time of installation in the permanent location. The contractor shall render/ perform the following incidental services / operations as may be necessary in the course of transportation of pipes to sites.

- a) The contractor shall check the pipes for pipe identification marks and shall not transport those pipes, which do not bear identification marks without specific permission from the owner.
- b) The contractor shall handle / transport the pipes from the designated stockyard to the Hook up sites without causing any damage to the pipes.
- c) Handling of pipes, loading and transportation of the same from the designated stock yard to Hook up sites or temporary stockpile sites including unloading and stacking of pipes shall be with the scope of the contract.

4.0 STRINGING OF PIPES:

a) The pipes shall be unloaded from the trailers and lowered mechanically by means of boom tractor or crane or other suitable equipment using lifting devices as mentioned earlier.

b) The Contractor shall receive line pipe from BCPL's designated pipe yard preferably at Lepetkata. The defective ends requiring rebuffing, jacking-out, cutting and beveling etc. will be recorded before taking over the pipes for which the Contractor shall be entitled to extra compensation at the rate set forth in the Schedule of Rates.

c) Any subsequent damages to the line pipe requiring repairs will be at the Contractor's cost. Pipe shall not be allowed to drop or strike objects, which will damage the pipe but shall be lifted or lowered from one level to another by suitable equipment. Lifting hooks when used shall be equipped with a plate curved to fit the curvature of the inside of pipe. In loading pipe on trucks each length shall be lowered to position without dropping and each succeeding length shall rest evenly with other lengths on the truck. After loading, suitable chains shall be used to tie the load securely to each bolster. If stock piled, pipe to be placed on suitable skids to keep it clear of the ground and waters and piled not more than four tiers high. Care shall be exercised in handling or stocking of pipe in order to avoid distortion, flattening, denting, scouring or other damages. The Contractor shall provide all necessary timber or other materials required for the stockpiles.

d) The Contractor shall be liable for damage caused by it to State and District roads including bridges, culverts and other facilities. Pipe shall be un-loaded from the stringing trucks and lowered to the ground by means of boom tractor or swinging crane or other suitable equipment. Dragging and skidding of pipe shall not be permitted.



e) In stringing pipe along the right-of-way, clear gaps shall be left between adjacent lengths of pipe and at all well-defined trails to permit the free passage of livestock or vehicles during the time interval between stringing and other construction operations.

f) The contractor shall inspect the strung pipes on the **ROW** and be assured of its quality. Repair and rejection of defective pipe shall be carried out as per the advice of Engineer in charge. Defects marked at the time of taking delivery at the company's stockyard shall be borne by the company at the rates quoted in the schedule of rates. The cost incurred in repair of other defects shall be borne by the Contractor.

g) It shall be the responsibility of the Contractor to see that pipe is strung in accordance with the lists furnished by the Company for the proper placement of pipe by size, grade and other specifications. Any shifting of pipe resulting from failure to comply with these requirements shall be at contractor's expense.

5.0 TRENCHING (DITCHING):

a) The Contractor shall dig the pipeline trench on the staked center line of the pipeline, but may deviate if conditions require, with the prior approval of The Company.

b) The Contractor shall by any method that may be necessary or directed, dig the pipeline trench on the cleared and graded right-of-way. Suitable crossings should be provided and maintained over the open trench, wherever necessary, to permit the property owner or his tenants to move stock or equipment from one side of the trench to the other.

c) The Contractor shall exercise care to see that the fresh soil recovered from trenching operation intended to be used for backfilling over the laid pipe in the trench, is not mixed with loose debris or foreign matter.

d) Without regard to soil conditions and/or the topography of the ground, the trench shall be excavated and finished to provide a minimum of 1200 mm of cover over the pipe and to a bottom width of 710 mm.

e) The trench shall be cut with square bottom so that the full width is available for providing slack in the line at the time of laying.

f) The Contractor shall, if necessary dig the trench to such additional depth and width as will, ensure that the finished trench meets the minimum dimensions of 1200 mm cover from the top of the pipe when placed in the trench and backfield from the mean surface of the graded right-of-way, except as noted hereafter. The Contractor shall at its cost, grade the trench so that the pipe has a firm continuous support on the bottom.

g) Where the trench is across or adjacent to roads, highways, railways, canals, ravines and other water-courses or landfalls and at locations where the contour of the land may require additional depth to eliminate unnecessary bending of pipes, The Contractor shall dig such additional depth as shown in the construction drawings and/or as directed by the Engineer to reduce to minimum the required number of bends to lay the pipes to conform with contour of the ground and shall maintain normal covering by cutting the trench deep enough at the crest of ridges and by gradually deepening the trench in approaches to crossings.



- h) The bottom and sides of the finished trench shall be uniformly graded and must be free of loose rock, hard clods, large gravel, protruding roots or rock projections, bush, skids, sticks, welding rods, or other hard objects and debris which are liable to cause damage to the coating when the pipe is lowered in.
- i) In rocky or rough terrain where dry clay gravel and/or other hard materials are in the bottom of the trench and where, in the Engineer's opinion such conditions will result in injury to the pipe coating, a cushion of fine loose earth for a depth of 150 mm is to be provided to the pipe in order to prevent rock or hard materials from coming into contact with the pipe coating. This cushion as and when required/directed by the Engineer shall be prepared by The Contractor without any extra cost with materials specified or approved by the Engineer. The finished trench shall meet the minimum dimensions of 1200 mm of cover from the top of the pipe when placed in the trench and backfill from the mean surface.
- j) In cases where tea bushes, trees or valuable growing timber is encountered in the right-of-way and in locations where in the opinion of the Engineer the use of the trenching machinery may result in unnecessary damage or injury to the property crossed by the right-of-way. The Company may require the trench to be excavated by hand at no extra cost.
- k) The Contractor's attention is called to marshy and high water-table conditions which may require the use of pumps, well points or other means of dewatering. No additional compensation shall be due to The Contractor for increased cost due to such conditions. The Contractor shall bear the costs for damage resulting from the disposal of such water from the trench upon properties adjacent to the right-of-way.
- l) The Contractor shall also be responsible for locating and protecting the existing and operating underground pipeline and cables in the same right-of-way. He should exercise sufficient care to avoid any damage to the pipeline/cables arising out of its activity on the existing right-of-way.
- m) If damage should occur to any structures, line or property as specified above, the property owner of damaged structures, line(s) or property shall be contacted jointly by the representative of The Company and The Contractor and repair shall forthwith be made / carried out by The Contractor at its expense under the direction and to the satisfaction of the property owner. Reports shall be made to the Company by The Contractor of any damage or any other incidents relating to interference with adjacent structures.
- n) The Contractor shall be responsible for making all necessary arrangement, to remove bail or pump water from the trench or from wet area if required by the Engineer before lowering the pipe into the trench, without any extra cost to the Company.
- o) The Contractor shall check if up-floating danger is present in open trench and then shall take appropriate measures to prevent up-floating, such as applying solid dams and dewatering of trench or temporary filling of water into the line(in exceptional cases).
- p) In some areas, up-floating of the pipeline after back-filling is to be reckoned with. If such areas requiring negative buoyancy are encountered during construction, The Contractor shall provide negative buoyancy to the pipe by any standard method/methods to be approved by the Engineer.



6.0 LAYING:

6.1 SKIDS:

Skids of sufficient number shall be supplied by The Contractor to support the pipe to proper height. If pipe is supported over the trench, skids shall be of sufficient length to prevent collapsing of the trench and of sufficient strength to carry the pipe.

For coated pipe, a sufficient number of skids shall be used to minimize damage to coating. Further, if required padding of gunny bags stuffed with wood shavings may be used between the pipe and the skids to safeguard the coating. If slack loops are required, skids shall be properly spaced to permit the introduction of slack loops in the line.

6.2 BENDING:

The pipe shall be laid to conform to the bottom of the trench. The Contractor, in general, shall provide for changes of vertical and horizontal alignment by making cold field bends by the use of a bending machine, approved by The Company, in such a manner as to preserve the cross sectional shape of the pipe. The bending machine shall be capable of making bends without wrinkles, buckles and stretching and pipe diameter shall not be reduced at any point by more than

2.5% of the nominal diameter and completed bend shall pass the sizing pig. The minimum radius of field cold bends of pipe shall not be less than 40 times the nominal pipe diameter. The longitudinal weld in a bend section shall be the neutral axis of the pipe. No welded joint shall be included in a bend. The ends of each bend length shall be straight and not involved anyway in the bending and the length of the straight section shall permit easy joining. Tangents approximate two meter in length are preferred on both ends of cold bends. Over bends shall be made in such a manner that the center of the bend clears the high points of the trench bottom. Sag bends shall fit the bottom of the trench and side bends shall conform and leave clearance to the outside wall of the trench. Any bend rejected by the engineer shall be removed from the line at The Contractor's expense and pipe thus removed will be charged to The Contractor as damaged material.

6.3 SWABBING, NIGHT CAPPING, PIPE BEVELING AND CLEANING ENDS AND JOINTS:

a) Each joint of pipe shall be swabbed with a leather or canvas belt disc of the proper diameter and sufficient length to remove dirt, mill scale and other foreign substances immediately before joining up. The open ends of the pipe shall be securely closed by bolt on metal caps at the end of each day's work and shall not be opened until the work is resumed. Fabric night caps will not be accepted. Particular attention must be paid to capping off at open ends left for tie-ins. Any obstruction remaining in the pipe after the completion of the line shall be removed at the expense of The Contractor. Just prior to aligning pipe for welding, the bevel ends of each joint of pipe and the area immediately adjacent there to shall be thoroughly cleaned of paint, rust, mill scale, dirt and other foreign matter by use of power driven wire buffing wheels, disc sanders or by other approved methods, so as to avoid defects in the completed welds.

b) The Contractor shall re cut and bevel all pipe end as may be necessary to maintain correct alignment and spacing of the pipe. No extra compensation will be allowed by reason



of such recutting or rebeveling, except when required because of the original bevel being damaged before the pipe is delivered to The Contractor. All bevels on line pipe shall be made with a beveling machine and oxyacetylene torch; hand beveling will not be permitted. All field bevels shall be cut and finished at right angles to the longitudinal axis of the pipe, evenly and without rough surfaces. A power sander and/or buffer shall be used to finish the field bevel and should be similar to the mill bevel. Repair of damaged pipe ends by hammering and/or heating is not allowed. Dents in bevels over 3mm depth shall be repaired by cutting and rebeveling.

7.0 WELDING SPECIFICATIONS:

7.1 GENERAL

Welding shall be done in accordance with the API Standard for Field Welding of Pipelines, API Standard no. 1104 (latest edition). The following is not to be construed as the complete specifications for welding.

7.2 TYPE AND METHOD OF WELDING

a) Welds shall be made by the manual shielded electric arc process and shall be done in such a manner so as to produce welds as strong as or stronger than the pipe itself. The type of electrodes to be used shall be as follows:

- i) Stringer, 'Root' or First Pass - class E 6010.
- ii) 'Hot' or Second Pass- class E 7010.
- iii) Filler and Subsequent Passes - class E 7010.

The number of passes will vary depending upon the wall thickness. Internal line-up clamps shall be used wherever practicable and external line up clamps shall be used for final Tie in with the existing pipeline.

7.3 The stringer bead shall achieve complete penetration throughout the periphery of the weld and preferably build up a small reinforcement at the root. Weld projection inside the pipe shall not exceed 3 mm. The 'Hot-Pass' or second bead shall run completely around the pipe immediately after the stringer bead and prior to below 94⁰ C. Two welders shall be used to make the 'hot-pass' both working on opposite sides of the same joint. The 'hot-pass' shall fully penetrate the pipe bevel at each side of the stringer making a deposit heavy enough to avoid pin holing. Completed welds shall have a reinforcement of not less than 0.8 mm and not more than 1.6 mm above the surfaces round the entire perimeter of the weld, and the width of the finished bead shall not be more than 3.2 mm than the original groove.

7.4 No two beads shall be started at the same point. All slag and scale shall be removed by power tool from each bead for visual inspection immediately after each bead is done. Welding shall be continuous and uninterrupted during a pass. While the welding is in progress care should be taken to avoid any kind of movement of the components, shocks, vibrations and stresses to prevent occurrence of weld cracks.

7.5 The length of line in which only 'stringer' and 'hot-pass' beads have been completed shall be limited to 350 metres at the end of each day's work. Should a section of the pipe line remain unfinished or falls from the skids, the contractor shall immediately report the same to the Engineer-in-charge and jointly check for possible cracks prior to restarting the welding on the next day. All costs of repairs shall be borne by the contractor.



7.6 Welding Procedure Qualification

- a) Welding procedure qualifications shall be carried out in accordance with the relevant requirements of API 1104 (latest edition) or other applicable code and other job requirements by the contractor at his expense. The contractor shall submit the welding procedure to owner for approval immediately after the receipt of the order.
- b) Owner shall review, check and approve the welding procedure submitted and shall release the procedure for procedure qualification test. Contractor under field conditions at his own expense shall carry out the procedure qualification. A complete set of test results in approved format shall be submitted to the owner for its approval immediately after completing the procedure qualification test and at least 1(one) week before the commencement of the actual work. Standard tests as specified in the code API 1140 shall be carried out in all cases. It shall be the responsibility of contractor to carry out all the tests required to the satisfaction of the owner.

7.7 Welders Qualification:

Contractor shall submit the list of welders to the owner for Welder Qualification Test in accordance with the API 1104/and other applicable specifications at his expense. The butt-weld test pieces of; the qualification test shall meet the radiographic test requirements specified in API-1104.

- a) Owner's representative shall witness the test and certify the qualification of each welder separately. Only those welders, who have been approved, shall be employed for welding.
- b) It shall be the responsibility of contractor to carry out qualification tests of welders. A welder shall qualify for welding by performing test on segments of pipe of same diameter and the specification as the pipe to be used in system according to the applicable requirement of API-1104.
- c) Test specimen shall be cut and using the testing methods described in API 1104 and contractor shall get these tests done as per the direction of owner.
- d) Contractor shall submit the welder qualification test reports in the standard format as shown in Exhibit C&D and obtain owner's approval, before commencement of the work.
- e) The welder may be recognized as qualified and employed on the lines of the test weld, acceptable in accordance with API standard 1104. The expenses involved during the test and testing of specification are to borne by contractor. However, the pipe required for Welder Qualification Test shall be issued free of cost by the owner.
- f) The welders shall always have in their possession the identification card as shown in Exhibit-E and shall produce it on demand by the owner representative. It shall be the responsibility of contractor to issue the identity cards after duly certified by the owner.
- g) No welder shall be permitted to work without the possession of identity card.



h) If a welder; is found to perform a type of welding or in a position for which he is not qualified, he shall be debarred from doing any further work. Any welding performed by an unqualified welder shall be cut and redone by a qualified welder at the expense of contractor.

i) Each welder shall identify that portion of weld the has deposited with his allotted symbol number by a weather proof crayon or paint stick on pipe surface near to each weld where stringer bead welder shall identify his weld by putting his symbol near the top of the side, he welded. The hot pass welder shall put his symbol immediately below followed by the symbol of the filler & capping welder below it.

j) The welders employed by the contractor shall be required to take welder qualification test (WQT) before being deployed in pipeline welding jobs. Each welder will be required to make a „position- weld“ on a pipe piece of the same diameter and specifications as that of the pipe. Each test weld will be inspected and tested as prescribed in API Standard 1104.

7.8 **Welding Electrode Qualification:**

1. Welding electrode used in the welding procedure qualification shall be used in the production welding of the same batch no and of same brand & grade.
2. Before using any electrode of different batch number / brand & grade has to be re-qualified. Only approved welding electrode shall be used in the production welding.

7.9 **Welding Equipment and Supply of consumables:**

The contractor shall provide/arrange all labour, equipment, tools and supplies including shielded -type welding electrodes of the correct specifications. The contractor shall only purchase the approved brand of electrodes for pipe welding as per qualified as per 5.5.2 (c), in sealed containers and protect these from any deterioration or damage. Electrodes that show signs of deterioration or damage shall be rejected.

All welding machines, line-up clamps, bevelling machines and other equipment and supplies used in connection with welding work shall be satisfactory to the company and must be kept in good condition so as to produce sound welds. Any equipment or supplies that are not satisfactory to the Engineer-in-charge must be replaced with new equipment or supplies approved by the Engineer-in-charge.

7.10 **Welding During Inclement Weather:**

Welding shall not be done when the quality of the completed weld might be impaired by the prevailing weather conditions, including but not limited to airborne moisture, blowing sands or dust or high wind. The Engineer-in-charge shall decide if weather- conditions are suitable for welding. The contractor shall provide windbreaks of a type that shall give adequate protection for welding.

7.11 **Marking of Welds:**

The contractor shall furnish each welder employed with a method of marking the weld so that the work of each welder may be identified. Each welder shall mark the pipe adjacent to the weld with the figure assigned to him. In the event any welder leaving the job, his figures shall not be used by any other welder. Steel stamps must not be used.



7.12 Repair of Welds:

a) With the prior permission of the company, welds, which do not comply with standards of acceptability, shall be repaired at contractor's own cost. The joint, cut out or re-welded shall also be redone at the contractor's own cost.

b) Separate Welding Procedure Specification sheets shall be formulated by the contractor and approved by the company repair of welds, simulating the proposed repair.

Separate procedures are required to be approved for:

- i) Through thickness repair,
- ii) External repair and,
- iii) Internal repair.

Welders shall be qualified in advance for repairs.

7.13 Repair of Defects and Acceptability:

The company shall approve all repairs. Root seating or single pass repair deposit shall not be allowed. Internal root defects shall be ground thoroughly and welded with a minimum of two passes. However, while grinding for repairs, care shall be taken to ensure that no grinding marks are made anywhere on the pipe surface.

Only one attempt at repair at any region of the joint / weld is permitted. Repairs are limited to a maximum 30% of the weld length. The minimum length of a repaired area shall be 100 mm as measured over the recapped length.

7.14 Testing of Welds

Inspection of all welds shall be carried out as per the latest editions of the applicable codes and specifications. All finished welds shall be visually inspected for parallel and axial alignment of the work, excessive reinforcement, concavity of welds, shrinkage, cracks, undercuts dimensions of the weld, surface porosity and other defects. Under-cutting adjacent to the completed weld shall not exceed the limits specified in the applicable standard/code.

Radiographic examination of cent percent (100%) girth welds for pipes shall be carried out by an independent agency to be engaged by the contractor. Engineer in charge shall use discretion to cut out welds for further tests, if it is desired. The cost of repairs and replacement of cut-out shall be at the contractor's expense.

8.0 WELDING/RADIOGRAPHIC INSPECTION SERVICES

8.1 Applicable Standards:

This specification shall apply in conjunction with of the following standards:

- i) API 1104, standard for welding pipelines and related facilities.
- ii) ASME B31.4 code for liquid petroleum transportation piping system.
- iii) ASTM E94, recommended practice for radiographic testing.
- iv) ASTM E 142, standard method for controlling quality of radiographic testing.
- iv) The American Society for Nondestructive Testing.

8.2 Qualification of Engineers / Inspectors and Radiographers:

a) The Welding Engineers / Inspectors shall be duly qualified and possess minimum Level –II certificate from any certified Institute of repute and shall possess minimum 5 years of relevant experience in the field.



b) The Pipeline Radiographers shall be „qualified“ in accordance with the requirement of API 1104 and to the full satisfaction of the Company.

c) Contractor shall furnish copies of certificates of all radiographers “qualified” as per above to the Company before engagement of a radiographer to inspect production radiography.

The certificate record shall include:

- i) Background and experience record/ details.
- ii) Training Courses attended with certificate(s).
- iii) Technical Examination pass
- iv) Doctor’s report of radiographer’s Jaeger J.1 acuity eye test.
- v) Date of qualification and re-qualifications.

d) The radiographers will be required to qualify with each radiographic procedure they use, prior to performing production radiographs as per this procedure.

e) The Company shall have the right to debar any employee of Contractor when evidence proves that such individual is not performing the work assigned to him in accordance with the specification.

8.3 Equipment and Accessories:

a) Contractor shall make necessary arrangements at his own expense, for providing the radiographic equipment, radiographic films and all the accessories for carrying out the Radiographic Examination of the weld joints for satisfactory and timely completion of job.

b) For carrying out the radiographic examination for the pipe string, the contractor shall have all the required facilities for film processing. The contractor shall be equipped with suitable mobile/stationary type dark- rooms. Film viewer to be used, shall be equipped with the film illuminator that has a light source of sufficient intensity and suitably controls to allow viewing film densities up to 4.0, without damaging the film.

8.4 WELDING INSPECTION:

a) Scope of Work:

To provide qualified, experienced and competent personnel with adequate equipment to ensure enforcement of Welding Inspection Procedures and other associated services, as required for laying welding of line pipe, as per the provision of API 1104, latest edition.

b) Duties:

Inspection duties to be performed under the specification shall be as follows:

- i) Welding Procedure Qualification
- ii) Welding Electrode Qualification
- iii) Welder-Qualification.
- iv) Inspection, control and test by visual, radiographic and physical means of all welding joints, the welding carried out by the welders. All pipe ends shall be inspected for out of roundness, correctness of bevel and root face.
- v) Contractor shall submit the Qualification Test Reports referred herein, in the standard format approved by the Company.



8.5 Radiographic Inspection:

A) Scope of Work:

This covers the radiographic inspection of all types of welded joints of the Pipeline. The welded joints shall include the following

- a) Full girth welds on pipe string.
- b) Welding of installation of block valves, insulating joints and other appurtenances and tie-ins.

B) Procedure:

a) The Contractor shall submit Radiographic Examination Procedure in standard format and approved by the Company. The procedure for Radiographic Examination shall be endorsed by the Company to its entire satisfaction prior to use. The procedure shall also include Radiographic Identification System and Documentation for radiographic interpretation reports and their recording system. An overlap of 40mm at the ends of each film shall be required to ensure that the markings for the first and last location are common to successive films and to establish that no part of a weld has been omitted.

b) The Procedure of Radiographic Examination shall produce high quality radiographs of sufficient density, clarity and contrast so that defects in the weld or in the pipe adjacent to the weld, and the outline and holes of the penetrometer are clearly distinguishable.

c) The contractor shall on a daily basis keep record of each radiograph pertaining to

- i) Radiograph's number
- ii) Approximate chain ages of weld location,
- iii) Whether or not the welds meet the specified acceptance standards.
- iv) The nature and approximate location of unacceptable defects observed.

d) It must be possible to relate back to a particular butt weld and welder on piping drawing and pipeline alignment drawing subsequently.

C) Each day's production of processed radiographs shall be properly packed separately, identified by at least the (1) date, (2) radiographic unit, (3) job locations, (4) starting and ending progress survey stations (5) weld number and (6) shall include original and three copies of the daily radiographic record as per relevant clauses. The package shall be submitted to the Company daily, in no case later than the noon of the following day.

D) The contractor shall provide all the necessary facilities at site, such as a dark room with controlled temperature, film viewer etc. to enable the Company to examine the radiographs.

E) Any approval granted by the Company shall not relieve Contractor of his responsibility and guarantees.

8.6 Radiation Source:

Radiographic examination shall be carried out using x-ray radiation or gamma radiation.



8.7 **Radiation Protection:**

- i) The contractor shall be responsible for the protection of all personnel and required monitoring and control on every man working with or near the radiation sources.
- ii) In consideration of possible & likely hazards of handling of radioactive source of material, the contractor shall be solely responsible for complying with all rules and regulations set forth by Atomic Energy Commission or any other Government Agencies in India in this regard. The Company shall not be held responsible and shall be kept indemnified by the contractor. Safety equipment as considered adequate by the Company for all necessary personnel shall be made available for use and maintained for immediate and proper use by the contractor.

8.8 **Re-Radiography:**

- i) The weld joints shall be re-radiographing in case of unsatisfactory quality of the welds or the radiographs, at the expense of Contractor.
- ii) All the repaired weld joints shall be re-radiographed at no extra cost to the Company in the same manner as that followed for the original welds. In addition, the repaired weld area shall be identified with the original identification number plus the letter R to indicate the repair.
- iii) When evaluating repair films, radiographers shall compare each section (exposure) of the weld with the original film to assure that the repair was correctly marked and original defect removed.
- iv) The Company will review prior to any repair of welds, all the radiographs of welds which contain, according to the Contractor's interpretation, unacceptable defects. The final disposition of all unacceptable welds will be decided by the Company.

8.9 **Protection and Care of Film:**

- i) All unexposed films shall be protected and stored properly as per the requirements of API 1104 standard and ASTM E 94.
- ii) The exposed and unexposed film shall be protected from heat, light, dust and moisture. Sufficient shielding shall be supplied to prevent exposure of film to damaging radiation prior to and following the use of the film for radiographic exposure.

8.10 **Preservation of Radiographs:**

- i) The radiographs shall be processed to allow storage of films without any discoloration for at least three years. All the radiographs shall be presented in suitable folders for preservation along with necessary documentation.
- ii) All radiographs shall become property of the Company.

8.11 **Display of Safety Precautions:**

The Safety Provisions should be brought to the notice of all concerned by displaying on a Notice Board at a prominent place of the work sites. The person responsible for "Safety" shall be named by the contractor.

8.12 **Enforcement of Safety Regulations/ precautions:**

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open for inspection by the Company or its representatives.



9.0 SPECIFICATIONS: HYDROSTATIC TESTING AND GAUGING

9.1 General:

a) After the stinging & welding operation has been completed, hydrostatic test and gauging shall be performed on the entire length of the pipeline. Hydrostatic test shall commence only after completion of all mechanical works, i.e. after all welds have been accepted. The contractor shall ensure that all works are complete in all respect and obtain prior written approval from the Company for hydrostatic testing. The pipeline shall be tested in accordance with the requirements of ANSI B31.4 (latest edition) and approved SOP.

b) The test medium shall be neutral and fresh water arranged by the contractor. The water to be used shall not be contaminated and free from sand or silt and be filtered. The contractor shall submit laboratory test reports of water to be used for testing. The contractor shall arrange and install all temporary piping(s), which may be necessary to connect from source of water to its pumps and manifolds/tank ages.

c) The contractor shall arrange for aluminium gauging plate having diameter equal to 95% of the internal diameter of the pipe. The contractor shall supply and install all temporary scraper launcher / receivers and other piping, materials and consumables required for the purpose.

d) Before filling operation the contractor, shall clean the pipeline by air driven „pigs“ having spring loaded brushes to remove all mill scale rust/sand from inside of pipe sections. The finishing touch shall be executed with pigs provided with jet holes or nozzles for air to keep the internal dust in turbulence ahead of the pigs. The number of pig runs shall depend upon the cleaning results and shall be determined „in situ“ by the Company.

e) After cleaning the pipeline by using „air“ and accepted by the company, the whole length of pipeline shall be filled with water. A pig fitted with aluminium gauging plate of approved design to prove the internal diameter of the pipe string shall be furnished by the contractor and propelled through the line ahead of the water in order to purge out the air. Vents should be provided at desired points in the pipeline segment to purge out air while the system is being filled with water. When the line is completely filled & purged out of air, test pressure shall be applied which produces a hoop stress equal to 90% of the minimum yield strength at the section having thinner most wall thickness or as directed by the Engineer-in-charge.

f) The pressurization shall be performed in the presence of the Engineer-in- charge at a moderate and constant rate not exceeding 2 bar / min. Volume required to reach the test pressure shall be recorded periodically throughout the pressurization as follows:

- ☐ Each 5 bar increments up to 80% of test pressure as recorded by the dead weight tester
- ☐ Each 2 bar increment between 80% of 90% of test pressure as recorded by the dead weight tester
- ☐ Each 0.2 bar increments between 90% of the test pressure to full test pressure as recorded by the dead weight tester.

The pressurization „cycle“ shall follow the sequence as under:

- ☐ Pressurization to 50% of test pressure, hold pressure for 1 hour.



- ☐ Release pressure to 0(gauge).
- ☐ Pressurize to 75% of test pressure, hold pressure for 1 hour.
- ☐ Release pressure to 0(gauge).

In case, during the hold pressure periods indicated above, a decrease in pressure is observed, the above operations shall not be repeated more than twice after which the line shall not be considered capable of test, until the Contractor has isolated and eliminated the cause for the lack of water tightness.

g) Upon bringing a hydrostatic test section to the full specified test pressure, a stabilization period of 2 to 4 hours may be required before full stabilization. During the period, the pressure shall be maintained either by bleeding off or by adding water.

h) After stabilization, the test pressure shall be re-established and the line completely isolated for the 24 hours test. If pressure maintained during the stabilization period are acceptable to the Engineer-in-charge, the stabilization period may become part of the 24 hours test.

i) During the testing period the following measurements shall be recorded/reported;

- ☐ Every one hour pressure measurements from dead weight testers.
- ☐ Every two hours the ambient temperature and the pipe temperature at the thermocouples.

i) The hydrostatic test shall be considered as positive if pressure remains constant throughout the test duration except for change due to temperature effects.

j) The charts from the pressure recording instruments during the pressurization and testing operations shall be preserved for handing over to the Company, as official records of the Test. The charts shall be properly identified and signed by the contractor as being true records of the test. All “failures” shall be numerically and chronologically numbered and reported with appropriate description and date on proper „Test Failure Report” forms. „Failures” on the line resulting from loss of pressure shall be located and repaired by the contractor. Cost of such repairs shall be borne by the contractor except when the failure results from defective pipe or fittings. In the event of the leak being due to defective pipe or fittings supplied by the company, the cost of repair shall be paid/reimbursed by the company as per Schedule of Rates. After leaks or failures have been repaired as disclosed by the pressure test. The test shall be repeated until the specified test pressure can be satisfactorily maintained.

k) During the period of hydrostatic testing, “Safety” sign board in English & local language shall be displayed to „warn” the people about the testing operation. All necessary precautionary measures shall be taken by the contractor as per relevant standards

All pigs used shall embody an aluminium gauging plate of approved design having a diameter of 95% of internal diameter of the section having heaviest wall thickness in the section. The contractor must ensure free passage of pigs at its own expense.

A responsible engineer/supervisor shall be nominated by the contractor for execution of hydrostatic testing. He shall ensure that all personnel working on the hydrostatic testing spread are fully aware of their individual duties.



The contractor will bleed the line after the testing to remove excessive pressure but will not remove the water. The water will be displaced by the company with C2+Liquid at a later date.

10.0 SPECIFICATION:

COATING

10.1 REMOVING OLD COATING AND CLEANING

The old and damaged coating over the pipe shall be removed carefully with the scrappers and small brass hammers, so that outer surface of the pipe is not damaged. After the coating is removed, the pipe surface should be thoroughly cleaned of old primer, scales, rust or any dust particles. The cleaning of pipe surface shall be carried out as per requirement and to the satisfaction of site engineer

10.2 SURFACE PREPERATION: Sand Blasting Surface preparation as per SA 2 ½ is required for application of Cold Applied Tape. For application of Visco Elastic Tape coat Normal cleaning and scrapping may be sufficient.

10.3 REQUIREMENT/SPECIFICATIONS FOR SAND BLASTING

10.3.1. Before starting the sand blasting of steel pipe the surface should be properly cleaned by cotton waste/brushes so that all dust, rust particles, grease, oil, sand or dirt are removed. If necessary a non-contaminating solvent such as Xylene shall be used to remove oil or grease if present.

10.3.2. The surface when viewed without magnification shall be free of all corrosion products, rust, mill scale, old paint /primer or any other foreign matter.

10.3.3. After blast cleaning, the blasted area shall be corresponding to photographic visual standard SA 2 ½ of the Swedish Svensk standard SIS 05 59 00 –Latest edition of “ Pictorial surface preparation standards for Maintaining steel Surface”

10.3.4. The compressor used shall be of size enough to produce displacement of 5.6 to 7 cubic m/min of air at a pressure of 7 kg/sq cm. Standard blasting equipment i.e Hoppers, hoses, nozzles and attachment should be used as per IS 1477 to obtained best results and to maintain safety standards

10.3.5 The abrasive used shall be hard sharp river silica sand of maximum particle size not larger than 1.00 mm IS sieves specification no IS 460 1962 (for test sieves) and should be free from loam and mud. For blast cleaning of small inaccessible spots special care should be taken

10.3.6. The abrasive used should not be larger than 1/3 of the diameter of the nozzle subject to maximum size of 1 mm as mentioned above



10.3.7. Sand blasting surface of pipeline should be primed immediately after completion of blast cleaning work .The time gap between the blast cleaning and application of primer should not be more than 3 hours.

10.3.8. The blast cleaned surface should never be left unprimed overnight. The surface must be thoroughly cleaned and dried before application of primer. If left overnight the surface shall be blast cleaned again at no extra cost.

10.3.9 The blast cleaning operation should be carried out keeping the nozzle at an angle of 30 degree to vertical in order to prevent rebounding abrasive from slowing down the abrasive emerging from the nozzle and to undercut the material to be removed.

10.3.10. For heavily pitted localized surface, the nozzle shall be suitably rotated around its own axis in all planes and held at various angles so that the abrasive cleans out all the pores and interstices of the surface being blasted

10.3.11. The surface profile in blast cleaning should be ideally 50 to 75 microns and not exceeding 100 microns

10.3.12. Suitable spray mask filter type air respirators safety goggles and other safety equipment are to be provided by the contractor to the persons engaged for the job .Blast cleaning agency should take up precautionary measures to protect the pipeline during sand blasting operation.

10.3.13. All fire and safety precautions should be taken before starting the sand blasting on pipeline. Necessary protection surrounding the blasted surface in the trench must be given during sand blasting.

11. APPLICATION OF COATING

Application Tools for Pipe Coating

a) Hand wrapping machines Inner and Outer wrap.

b) Paint brush for application of primer.

Cold Applied Tapes/ Self-healing Monolithic Polymer Wrap Coat shall be applied as per applicable codes and standards and as per instructions of the Engineer in Charge. The application system /process of cold applied tape are to be carried out as per American Water Works Association standard – ANSI/AWWA C-209 latest edition.

Testing Equipment required: For proper quality control, following testing equipment shall be provided by the contractor:-

a) Humidity meter

b) SA 2 ½ Surface comparator plate

c) Press 'O' film with micro meter (For measuring anchor profile)

d) Wet film thickness gauge

e) Digital temperature meter.

f) Wet film thickness gauge.

g) Coating thickness gauge (0 to 5mm).

h) Holiday detector (0-25KV)

i) Peel cutter knife.

j) Spring balance with E- clamp

11.1. Application of Cold Applied Tape (3ply/2ply)



11.1.1. Priming: A uniform, continuous coat of liquid adhesive shall be applied according to the manufacturer's recommendations and as per AWWA C-209. The wet film thickness shall be measured at every 10 m of primer application and record maintained. The liquid adhesive coverage and curing or drying time shall be sufficient to ensure an effective bond between the substrate and the coating. Liquid adhesive application shall be limited to the amount of surface area that can be wrapped during the same workday as application of the liquid adhesive; otherwise, the steel must be re-primed. After liquid adhesive application and before the tape is applied, care shall be taken to prevent the contamination of the primed surface by any foreign materials, such as dirt and moisture.

11.1.2. Step-Down areas. Where there are any step-down areas, such as at pipe weld joints, repair patch and any other fitment on the pipeline, a compatible, moldable mastic filler shall be used at the step-down areas prior to the application of the tape.

11.1.3. Coating and wrapping. The overlap of the cold applied tape for both inner and outer wrap shall be as specified by the manufacturer. When the use of hand- or power-operated machines to apply the tape is recommended, the contractor shall use the machine recommended by BCPL.

Maximum and minimum temperatures for application and handling specified by the manufacturer shall be followed.

11.2 Coating Repair

Damages, flawed areas, holidays, or mislaps to coatings applied to pipeline, special sections, connections, and fittings from any cause during execution of job before final acceptance shall be repaired by peeling back and removing the tape layers from the affected area.

In case of Cold Applied Tape, the repair area shall be thoroughly cleaned, and then brushed with a primer, and then a patch of tape covering a minimum of 4 in. (100 mm) around the affected area shall be applied by wrapping it around the pipe or as specified by the manufacturer.

In case of Visco Elastic Tape, the repair shall be thoroughly cleaned, to remove the old tape and then a patch of new tape shall be applied by wrapping it around the pipe or as specified by the purchaser.

12. ELECTRICAL INSPECTION FOR CONTINUITY

After tape-wrapping operations have been completed, an electrical inspection of all wrapped surfaces shall be conducted with an electrical holiday detector. Any defect in the coating shall be satisfactorily repaired according to Sec. 6.0

12.1. Detector.

The electrical equipment used to test the tape wrapping shall be a low-amperage, adjustable-voltage, pulse holiday detector that uses an audible signaling device. The holiday detector shall have a coil-spring electrode or a brush electrode.

12.2. Power & Frequency.

The primary input power shall be no higher than 20 W, and the minimum pulses at crest voltage shall be 20 Hz.

12.3. Voltage.

The operating voltage of the detector when testing coatings described in this standard shall be determined by the following equation:



$V = 1,250 \text{ Square root } T$

Where: V = Inspection voltage, volts; T = Total coating system thickness, mils, 1 mm = 39.37 mils.

12.4. Voltage Adjustment.

Because of variables, such as relative humidity and temperature, the detector voltage shall be checked no less than twice daily, such as before starting work in the morning and again within the following four to six hours. To ensure proper inspection voltage, the equipment shall be grounded correctly and the voltage adjusted according to the instructions of the equipment manufacturer.

12.5. Detector Use.

After the voltage has been properly checked, the electrode shall be passed over the coated and wrapped surfaces one time only at a rate of approximately 30 to 60 ft/min (9 to 18 m/min). If the electrode is stopped while passing over the taped surface, the current to the electrode shall be cut off immediately to avoid possible damage to the coating system.

12.6. Holiday Detection & Repair

Any holidays or missed places on the coated surface will be indicated by an electrical spark between the electrode and the metal surface and by an audible signal. The tape wrapping shall pass the electrical inspection test if no electrical spark occurs. If an electrical spark occurs through the tape coating between the electrode and the metal surface, the holiday shall be marked with a suitable indicator, such as chalk or crayon, to identify the area for repair.

13 REPAIRS OF COATINGS

13.1. All defects in the coating shall be made good immediately after their detection.

13.2. The Contractor shall be responsible for the complete cost, including cost of materials, of making good all defects caused by incorrect storage, handling, application, erection and testing of the protective coating or caused by incorrect application of the coating.

13.3. In the event of numerous defects in the coating, OWNER shall have the right to order the whole coating to be stripped, the pipe cleaned and another coating provided, applied and tested in accordance with this specification at the Contractor's expense.

14.0 ADHESION TEST

14.1. Adhesion test shall be made to determine the proper bond between the tape and the primed pipe. One test for section (of up to 10 m length) shall be carried out initially; afterwards adhesion test is to be done as per the advice of OIL-representative. Repair required due to adhesion testing shall be decided by the OIL-representative.

14.2. Temperature of the tape and pipe to be tested shall be between 10° C and 27°C. If required cold water shall be poured over the test area to bring down the temperature to within the above range.

- i. A test area shall be selected where the tape is smooth for 152 mm in the longitudinal direction of the pipe.
- ii. Two knife cuts of 152 mm long and 51mm apart shall be made through the tape.
- iii. A flat blade shall be used to pry up 51mm of the fabric.
- iv. The 51mm flap of fabric shall be grasped firmly in one hand and shall be pulled with the quick motion in the direction remaining 101 mm of the 152 mm knife cut.



v. The adhesion is satisfactory if (i) the tape tears at the point of stripping or (ii) the fabric strips from the under lying tape component, leaving no more than 10% or less of the primer or bare metal exposed.

15.0 INSTALLATION OF LINE BLOCK VALVES:

Valve assemblies shall be installed at locations designated by The Company. Valve installations shall include all supports, foundation blocks, enclosures, and insulating assemblies (wherever applicable). The Contractor shall submit the detailed drawing for the foundation block for Company's approval prior to commencement of work. The valve shall be tested to specified test pressure of the pipe before installation. The valve box/enclosures of approved design shall be supplied and installed by the Contractor. The valve assembly, box/enclosures etc. shall be cleaned by wire brushing to base and given one coat of primer and enamel or aluminium paint as directed.

16.0 HOOK UP AND SHUT DOWN LOGISTICS:

a) HOOK UP WITH EXISTING PIPELINE:

Hook-up with existing pipeline at both end including clearing, grading, trenching, dewatering, end preparation, welding, radiographic inspection, coating & wrapping and back filling within 48 hrs including cutting of existing pipe by pneumatic cutter/ hacksaw, Cleaning the area, Spreading of dry sand, preparation for welding etc. complete in all respect. The job includes providing sand, electrode, hacksaw etc required for successful completion of the job.

b) C2+ Liquid Hydrocarbon HANDLING & RECOVERY:

i) Making arrangement for earth pit to accommodate spilled C2+ Hydrocarbon .

This includes arrangement of the land, shielding of the pit walls with suitable polythene sheet to minimize seepage, collection of the C2+ Liquid Hydrocarbon into the pit. The excavated earth shall be stacked of size-

2m wide & 1 m height and 1 m away from pit boundary. Stacked earth and pit sidewall shall be dressed suitably for laying polyethylene sheet. Arrangement of land shall be done by way of leasing or any other suitable means. Pit to be dug one on each side of the hook up location.

ii) Collection and Handling of Spill into the designated earthen Pit excavated for the purpose. This includes collection of the C2+Liquid into the pit, making arrangement for pumping the C2+Liquid from the pit in to the pipeline and safety aspects during the operations.

c) SERVICES OF EQUIPMENT AND SHUTDOWN LOGISTIC:

Preparation and creation of the logistic support for execution of Hook up job, which shall involve infrastructure development. The Shutdown job shall complete within 48 hrs from the time allotted by the company. The work shall be carried out round the clock basis. Two separate independent team with all equipment and manpower shall be deployed each end at hook up job locations. All equipment and manpower required for successful completion of the job shall be made available hot-stand by during shutdown period. The Equipment such as Air compressor-2 nos, Recovery van / crane/ hydra - 1 no Generator- 2 nos shall be kept on Hot standby mode for 72 hrs.



d) EVACUATION OF C2+ Liquid Hydrocarbon FROM OLD SECTION:

Making arrangement for Air Pigging of the entire segment of old pipe to evacuate C2+ Liquid Hydrocarbon and sludge and make blind at both end by welding.

e) RETRIEVAL OF UNDERGROUND PIPES:

Retrieval of pipes from bridges and underground section. The job shall include Air Pigging of the entire segment, Collection and handling of product and sludge from old pipes, cutting of the pipes at 10m intervals with Hacksaw, Dismantling of the hangers and loading, unloading and onward transportation to BCPL Store , Lepetkata

13.0 BACKFILLING:

a) The backfilling operations shall follow as closely as possible to lowering in of the pipe, provided that the pipe has been lowered to its correct depth. No trench shall be backfield unless the pipe has a proper fit therein and has the required space for cover. Before any pipe is covered or section is backfield, it is The Contractor's responsibility to secure the approval of the Engineer. Should such sanction not be obtained due to exigencies of the work, the Engineer shall have the right to require uncovering of the pipe at certain locations for examination. The cost of uncovering and refilling shall be borne by The Contractor. Rock, gravel, pieces of wood or like materials shall not be backfield directly on to the pipe. Where such materials are encountered, the Contractor shall cover the pipe with not less than 200 mm of earth or sand. Such earth or sand is to be sieved through a 10 mm mesh should the Engineer so require. After the trench has been initially filled, earth shall be neatly crowned over the trench to form a raised walk way.

b) If due to unforeseen circumstances during back filling and compacting should there be not enough soil to fill the trench properly, or to install the crown height as stipulated by Engineer, Contractor shall arrange the necessary backfill material at no additional cost to the Company.

c) When the trench has been dug through drive ways, streets or roads, rail roads, drains, canals, embankments etc. all backfill shall be thoroughly compacted to their original contour and condition as is necessary and to the satisfaction of the Engineer and authority having jurisdiction. At end of each day's work backfilling shall not be more than 1.5 km. behind the head end of the lowered in pipe approved for backfill. In such case at least 300mm earth cover shall be provided over the lowered pipe in the trench.

17.0 CLEAN-UP:

a) Following the installation and backfilling of the pipeline, The Contractor shall clear the right-of-way and its surrounding ground, and shall dispose of all waste materials, debris resulting from its operations. It shall repair all miscellaneous ground damage done by it and shall restore the ground to such stable condition as may reasonably be required consistent with the condition of the ground prior to the construction of the pipeline. The Contractor shall make permanent repair of fences and other enclosures through which it has had temporary gates or other means of passage. New and like material shall be placed in condition as good as or better than at the beginning of construction. These repairs shall be satisfactory to the property owner and his tenants. The Contractor shall remove all other temporary means of access to the right-of-way which it may have installed, excepting any which may, by agreement with the Engineer, be left for later use by maintenance crews or the land owner. The Contractor shall at its expense repair or restore to original condition all



public right-of-way at the points where they have been intersected by the pipeline right-of-way. The Contractor shall install boundary markers supplied by The Company on either side of ROW as per direction of the Engineer.

b) On completion of clean up, the ROU shall be restored to such stable and unstable condition as may be reasonably consistent with the condition of the ROU prior to laying the pipeline. The Company shall be completely indemnified and held harmless by Contractor from any and against all claims, demands, losses, expenses etc. that may arise in this behalf or the Company may anyway suffer or sustain, relative to, arising out of, or in connection with same.

c) The Contractor shall be entirely responsible for all claims which may result from damage done by it off the right-of-way of the pipeline, and shall make any repairs and restorations and shall satisfy all proper claims. The Contractor shall remove from the premises all materials including pipe along the right-of-way and/or depots, camps, railheads, left from the construction work, whether owned by it or by The Company, at points designated by The Company. The Contractor shall remove from the premises all equipment, tools and appliances that were used by it in the performance of the works.

d) All the foregoing operation of cleaning up the right-of-way and adjoining and intersection premises shall be completed by The Contractor as closely as practical behind the backfilling of the pipeline so that the right-of-way shall suffer disturbance from construction for shortest practical period of time.

e) In making settlement of all claims for damages for which The Contractor is liable as specified in this Contract, The Contractor shall either authorize The Company in writing to settle on The Contractor's behalf or appoint a representative to make the settlement. The releases for all such damages are to be made out in the name of The Contractor and The Company jointly. If The Contractor is unable to make settlement of any claims within fifteen days from the date of completion and acceptance of construction cleanup on the track of land involved (unless The Contractor intends to litigate the claims involved), then in either of such event, The Company reserves the right to make settlement of the claim and charge the amount paid to The Contractor. The Company shall be furnished with a copy of all releases obtained by The Contractor.

f) All surplus & defective materials supplied by Company shall be collected and transported to The Company's depots as directed by The Engineer under "Material Custody Transfer Note".

19.0 DOCUMENTATION:

Contractor shall submit all the relevant drawings including the „as built“ one along with copies but not limited to the following:

- a) Complete set of all the drawings
- b) Raw data collected / generated for and during execution of the work.

19.0 COMPLETION DOCUMENTS:

The following documents (as applicable) shall be submitted in hard binder by the contractor as a part of the completion documents.

- a) Welding Procedure Qualification Report
- b) Welder Qualification Report



- c) Radiographic Procedure Qualification
- d) Radiographic reports along with radiographs
- e) Hydrostatic test reports
- f) Pipe tally book
- g) As built drawings.

Part-IV

PAYMENT TERMS (DETAIL PLACED AT P/143 OF RFQ).

- 1.1 Payment for welding & radiography of 3 LPE pipe, repair of defective coating of 3LPE pipe, supply and installation of heat shrinkable sleeve will be initiated only after successful completion of HDD work.
- 1.2 Payment for welding & radiography of bare line pipe, repair of defective pipe ends, coating and wrapping by cold applied tape will be initiated only after lowering and backfilling of pipeline as per guidelines/instruction of engineer in charge.
- 1.3 Whereas payment of clause no 1.2 will be initiated only after successful completion of HDD work.
- 1.4 No part payment will be initiated before reaching of specified HDD rig in good working condition at site/starting of HDD work.

PART V

SCHEDULE OF COMPANY'S PLANTS, MATERIALS& EQUIPMENT

SCOPE OF SUPPLY

4.1. OWNER'S SCOPE OF SUPPLY.

- a) The Owners scope of supply shall be limited to the supply of the followings:
 - i) 114.3mmODx7.11,API-5L-Gr.X42 PSL-2 pipes from the designated stockpile location at BCPL Store , Lepetkata.
 - ii) OFC cable from the designated stockpile location at BCPL Store , Lepetkata.

4.2 CONTRACTOR'S SCOPE OF SUPPLY

All other equipment, materials, consumables, etc. not specifically indicated above, but are required for successful completion of the works as per the tender documents, drawings/construction methodology/detailed engineering calculations etc. shall be included in the Contractor's scope of supply.



Completion Schedule:

The completion Period for the subject work is as follows and shall be reckoned from the date of the FOA.

Sn	Milestone	Period from the date of FOA
i.	Design, Detail Engineering & submission of HDD profile along with statutory approvals from concern Department.	Three weeks
ii.	Mobilization of HDD machine including set up at site plus welder qualification procedure	Four weeks
iii.	HDD of 114.3 MM OD 3 layer PE coated pipeline along with sting operation plus pulling , tie in , hydro testing plus commissioning and restoration	Twelve weeks
iv.	HDD of 2 inch PVC conduit , strapping of CS conduit with main pipeline , pulling of optical fibre cable in inter-duct of flexible HDPE tubing	Sixteen weeks
v.	Restoration , Site Clearance & area grading	Four weeks (from date of completion)

Terms of Payment:

The terms of payment shall be as follows:

% of Total Quoted amount against this item	Payment head
10 %	On positioning of HDD Machine (including accessories & drill pipe) ready to start drilling activity at Site
20 %	On completion of Pilot hole
40%	On Completion of pulling of line Pipe
10%	On Completion of Hydro testing
5%	On Completion of Tie - in & restoration
5%	On Completion of Commissioning
10%	On completion of entire work in all respect
Note : Any variation in qty in execution of HDD shall be adjusted in the final bill	

For Lumpsum items:

For all lumpsum item included in Schedule of Prices, contractor shall furnish break up of lumpsum prices for the approval of Engineer-in-Charge. Payment for such items shall be made accordingly.

Supply of materials and all other works:

90% progressively on completion of individual items of work.

10% on completion of all works in all respects and acceptance thereof.

Compensation for Extended Stay:

Extended stay compensation is not applicable for this contract.



भाग – VI

SECTION-VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VI

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 noncompliance 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.
- 2.7 All equipments should be tested and certified for its capacity before use.
- 2.8 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.
- 2.9 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.10 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.
- 2.11 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.12 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'

IS: 2925 – 1984 Industrial Safety Helmets

IS: 47701 – 1968 Rubber Gloves for Electrical Purpose

IS: 6994 - 1973 [Part I] Industrial Safety Gloves [Leather & Cotton Gloves]

IS: 1989 - 1986 [Part II] Leather Safety Boots & Shoes

IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots

IS: 6519 – 1971 Code of Practice for Selections, Care & Repair of Safety Footwear

IS: 11226 – 1985 Leather Safety Footwear Having Direct Molding Sole

IS: 5983 - 1978 Eye Protectors IS: 9167 - 1979 Ear Protectors

IS: 3521 - 1983 Industrial Safety Belts & Harnesses



e-TENDER NO: BCPL/C&P/LE19W148MB/90001084 FOR “DESIGN, ENGINEERING & INSTALLATION OF 114.3 MM OD PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING METHOD ACROSS BURHIDIHING RIVER”.

भाग – VII SECTION-VII

UN-PRICED SCHEDULE OF RATES

[SOR]

**(PRICED SOR TO BE SUBMITTED IN FINANCE
FOLDER)**

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 57-66 under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 6900182953

Mobile : 8811017320

Email : etender@bcplindia.co.in

NIC :- Phone : 1800-233-7315, 0120-4200462, 0120-4001002

Mobile : 8826246593

Email : cppp-nic@nic.in



e-TENDER No.: BCPL/C&P/LE19W148MB/90001084

SCHEDULE OF RATES [SOR] – UN-PRICED

SECTION – VII

Sn	DESCRIPTION	UNIT	QTY	UNIT RATE (in Rs.)	
				IN FIGURES	IN WORDS
1	Laying of 4.5"OD Pipeline By HORIZONTAL DIRECTIONAL DRILLING (HDD) method along with 40mm HDPE duct:- Pipeline installation near to river bank of Buridehing: Design, detailed engineering and preparation of crossing drawings for Company's approval including obtaining any additional topographic and geo-technical data as required for design & installation of crossing by HDD method; Installation of coated line pipes across river crossing by horizontal directional drilling in all types of soil strata as per specification, drawings, other provisions of Contract and instruction of Engineer-in-Charge, including but not limited to following works: "Receiving and taking over", Carrying out inspection of Company supplied free-issue coated line pipe at the time of receiving and taking-over and carrying out all repairs including supply of all other repair materials, handling, loading, transportation and unloading of Company supplied externally corrosion coated line pipes of size 114.3MM OD, W.T. 7.1 mm, API 5L Gr. X 42 Grade from designated place of issue to Contractor's own stock yard (s)/ work shop(s)/ work- site(s); carrying out repairs of pipes and coating defects; arrangement of all additional land required for Contractor's storage, fabrication & construction work. Complete work for the water crossing including all additional drilled lengths necessitated by Contractor's design of water crossing, mobilisation and de-mobilisation at site(s), supply of all materials as per "Contractor's Scope of Supply" including 6" size, 6.4 mm API 5L Gr B/ 1S1239 for CS conduit pipe for HDPE duct for OFC blowing/pulling, in required length and all consumables, equipment, manpower and other resources, performing all engineering and calculations related to pipeline installation, preparation of all necessary construction drawings for Company approval, preparation of detailed construction method statement and calculations, Strings preparation including welding, radiography, weld repair and re-test, pre-hydrotesting of completed siring, corrosion coating of field joints with dirax or equivalent heat shrink sleeves, Installation of pipeline and separate CS conduit/ HDPE conduit for Optical fibre cable below the river bed by horizontal directional drilling as per approved drawings and specification, disposal of bentonite, hydrotesting as per Scope of Work & specifications including detection of leaks; repair of defects and re-testing, etc., dewatering (pre-commissioning) in accordance with scope of work document (drawings and ail provision of the tender document and instructions of Engineer-in-charge), restoration and clean-up etc. Preparation of as-built drawings and other records etc, all works as per scope of work , specifications, drawings, provision of contract document, calculations, construction method statements and instruction of Engineer-in-Charge etc, in all respect for following :- 114.3 mm OD X 7.1 mm API 5L Gr. X-42, LSAW/ HSAW, 3LPE Coated line pipes and separate Conduit for OFC cable.Note: - Minimum pipeline cover shall be 2.5 m below scour level	M	1200	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	



2	PIPELINE LAYING: (From HDD end to hook-up point) Laying/ installation of coated line pipes, LR Bends, "as per specifications, drawings, other provisions of Contract and instructions of Engineer-in-Charge, including but not limited to carrying out the following: "Receiving and taking-over", handling, loading, transportation and unloading of Owner supplied externally coated pipeline from designated place(s) of issue/ dump site(s) to Contractor's own stock-yard(s)/ workshop(s)/ work-site(s) including stringing on the pipeline Right-of-Use (ROU) Right of way (ROW); "Receiving and taking over", handling, including loading and unloading; Arrangement of all additional land required for Contractor's storage, fabrication, access for construction (other than Owner provided ROU/ROW); supply of all materials including LR Bends(R=6D)(except Owner supplied materials), consumables, equipment, labour, etc; Staking and installation of construction markers, clearing, grading (as required) of Right of Use/ Right of Way; Trenching to all depths and to a width to accommodate the pipeline as specified in scope document and as per the relevant standards specifications, etc. by excavation in all types of soils etc.; Carrying out repairs of pipe and coating defects; Thorough internal cleaning of all pipes by suitable methods to remove debris, shots, grits etc. to the satisfaction of Engineer-in-Charge; Stringing of line pipes along ROU/ROW including providing straw bags, soft padding/sand padding; Aligning, bending, cutting and beveling (as required) of pipes for welding and field adjustments, NDT of re-bevelled area, welding, carrying out destructive/ non-destructive testing of welds as required including radiography and providing all requisite equipment, labour, supervision, materials, films, consumables, ail facilities and personnel to process, develop, examine and interpret radiographs and other tests, as required; carrying out repairs of weld joints found defective by Engineer-In-Charge, carrying out radiography and other non-destructive tests as required on repaired joints, etc. Coating of all field weld joints & long radius bends.; Lowering the pipelines in trench providing, backfilling with available, approved excavated material; Laying/Blowing/Pulling of owner supplied optical fibre cable through laid HDPE duct for the entire length of pipeline section with proper coupling of HDPE duct wherever necessary, testing of Optical fiber cable through OTDR and power meter, Carrying out hydrostatic testing including air cleaning, flushing, filling, gauging, pressurization of complete pipeline as approved by Engineer-In-Charge to the specified test pressure, providing all equipment, pumps, fittings, instruments, dead weight tester, all types of pigs etc., and services, supervision, labour, consumables, water including supply of corrosion inhibitor, air, etc. as required, locating of leaks and rectification of defects attributable to Contractor, re-testing after rectification, successful completion of hydro-testing of entire pipeline segment before tie-in/hook-up; degasification and inertization of existing pipeline section by nitrogen purging before tie-in/nook-up of new HDD section with existing pipeline; Carrying out all temporary, ancillary, auxiliary works and all incidental works required to make the pipeline ready for pre commissioning; Repair of defects recorded during gauge plate run or otherwise including cutting, beveling, welding, radiography, field joint coating etc; as applicable, Final clean-up and restoration of right of way/right of use including obtaining NOC from respective statutory authorities as required and disposal of debris and returning all surplus material to designated disposal areas/storage yard of BCPL,	M	250	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
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	as directed by Engineer-in- Charge; Restoration of land, facilities and boundary wall etc. at associated facilities dismantled/damaged by the Contractor during construction; Obtaining work permits/ NOC from various statutory authorities having jurisdiction, before execution of the work, and complying with all — stipulation/ —conditions/ recommendation of the said authorities; Preparation of as- built drawings, pipe-book and other records. SOR shall be read in conjunction with scope of work, job specific requirements, specifications, standards, drawings and other provision of contract document. All above works for buried pipeline as per following details: Pipe OD 114.3 mm, Wall Thickness — 7.1 mm, Pipe Grade - API 5L Gr X-42, PSL 2, Coating - 3 LAYER PE Note:- Minimum pipeline cover shall be 1.2 meter below grade level.			
3	Nitrogen Purging & Flushing in Existing Pipeline between two Sectionalizing Valve (SV) stations and assistance for all Pre-commissioning and commissioning activities.	NOS	2	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
4	Hook Up of both end with existing pipeline and degasification and inertization of existing pipeline section by nitrogen purging before tie-in/nook-up of new HDD section with existing pipeline.	LMP	1	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
5	Commissioning of laid Pipeline between two SV and providing assistance during commissioning operation, Supply of all equipment, Man Power, Consumable (including pigs) materials for all temporary works and performing all anticipated works as per relevant operation.	LMP	1	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
6	Dismantling and retrieval of redundant pipeline section (114.3 OD x 7.1mm W.T., material API 5L Gr. X-42) from hook- -up points (HK-1 & HK- -2) on the river bank up to the limits feasible by cutting at seam weld joints (approx. 10.0 - 12.0 m pieces) and transportation of the same to BCPL Storage Yard.	M	1200	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]

NAME OF BIDDER: _____