



ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड

(भारत सरकार का उपक्रम)

प्रशासनिक भवन, पो.ओ.लेपेटकटा

जिला : डिब्रूगढ़, असम

पिन कोड -786006

दूरभाष : 0373 2914636

Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)

ADMINISTRATIVE BUILDING, PO: LEPETKATA

DISTT.: DIBRUGARH, ASSAM

PIN CODE:786006

PHONE NO. 0373 2914636

e -TENDER NO:BCPL/C&P/LE18W242MK/01043

dated 09.04.2019

(Tender to be submitted in e-mode only)

TENDER DOCUMENT

FOR

HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	01.05.2019 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	02.05.2019 at 15:00 Hrs
Pre Bid meeting Date & Time	:	19.04.2019 at 15:00 Hrs
Tender Fee	:	Not Applicable

EMD Amount	:	Rs. 39,75,000/-
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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



e-TENDER NO: BCPL/C&P/LE18W242MK/01043 FOR “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

FAQ

[QUESTIONS AND ANSWERS]

SN.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document (SECTION-III → Annexure – III). No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
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 7 days of bid opening, whether bid will be accepted or not?	No
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC EM PART-II. 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).



SN.	QUESTIONS	ANSWER
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	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.
12	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.
13	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.
14	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.
15	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.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	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%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website (NIC e-Portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in E-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 (including MSE Certificate if applicable for exemption)**
- ii) **Power of Attorney (in Non-Judiciary Stamp Paper)**



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भाग – I
SECTION – I

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



INVITATION FOR BID [IFB]

To,

Dt. 09.04.2019

PROSPECTIVE BIDDERS

SUB: HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract period shall be Two (02) years from the date of LOI/LOA or as mentioned therein and can be extended another six (06) months on same terms & condition (if required). However, the contract period shall be reckoned from the date of 1st intimation [i.e. from the date of despatch of cargo (B/L)] by the Engineer-in-Charge of BCPL after certification for readiness of Bidder's facility in all respects. The latest date of intimation (For 1st instance/intimation) by BCPL for the start of the contract period will be within six (06) months from the date of LOI/LOA, whichever is earlier.
II	TENDER FEE	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	Rs. 39,75,000/-
IV	BID DUE DATE & TIME	:	01.05.2019 upto 14:30 Hrs
V	OPENING OF UNPRICED BID	:	02.05.2019 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 days from the date of opening
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Open Domestic Competitive E-Bidding (Under Two Bid System Basis) with uploading in GAIL's/ BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in; NIC Portal
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	19.04.2019 at 15:00 hrs.



		Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.
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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

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

A Pre-Bid conference (PBC) is scheduled **on 19.04.2019 at 15:00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Chief Manager (C&P) / Manager (C&P), Phone No. 0265 2914636; Email ID: mkbijnjola@bcplindia.co.in



This is not an Order.

For & on behalf of

Brahmaputra Cracker and Polymer limited

[Manish Kumar Binjola]

Manager [C&P]

8811091980

E-mail: mkbinjola@bcplindia.co.in



भाग – II
SECTION – II

बोली मूल्यांकन मानदंड) बीईसी (
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder must have **executed** at least one (01) single contract of “**similar nature of work**” in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

Note:

- a) ‘**Executed**’ as mentioned in sl. no. 1.1.1 above, means fully executed and completed.
- b) Definition of “**similar nature of work**”: Handling and Storage of minimum **7800 MT Butene-1** or similar hazardous liquid ‘petroleum / petrochemical’ products.

1.1.2 Bidder should have dedicated storage facility of at least **3,800 MT** at any sea port in India.

1.1.3 In case of **running contract** for similar nature of works as mentioned at sl. no. 1.1.1 above, the contract **Quantity executed till one day prior to** due date of bid submission is equal to **or** more than the minimum prescribed **Quantity** mentioned at sl. no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.

1.1.4 Relaxed Norms for Startups in technical criteria (prior experience):

Prior experience (i.e. sl. no. 1.1.1 & 1.1.3 above) for ‘Startups’ 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 **Startups Enterprise Registration** issued by Department of Industrial Policy and Promotion, Ministry of Commerce &



Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

If a Startups 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.

[However, EIC of the 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 bidder should have **minimum annual turnover of ₹ 9.94 Cr.** as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years ending on 31st March '2019 (FY: 2018-2019, 2017-2018 & 2016-17).*

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.***

1.2.3 WORKING CAPITAL:

*The bidder should have **minimum working capital of value ₹ 1.99 Cr. as per the last audited financial statement for the year, i.e, FY: 2018-19.***

Note:



- i) *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).*
- ii) *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**.*
- iii) *In case, financial results (Balance sheet and profit & Loss account statement) of FY: **2018-19** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2018-19** i.e **FY: 2017-18, 2016-17 & 2015-16**.*

1.2.4 Relaxed Norms for Startups in financial criteria:

Prior turnover (i.e. sl. no. 1.2.1 above) for 'Startups' 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.

*If a Startups 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 Startups shall be placed for entire tendered quantity as per distribution methodology defined in Section-II of tender document.*

However, net worth & working capital requirement as specified in BEC clause no. 1.2.2 & 1.2.3 shall be applicable.

[However, EIC of the 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 uploaded / submitted in e-tender portal of BCPL by the bidder along with other bid documents for qualifying the BEC mentioned at sl. no. 1.1 and 1.2:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	1.1	Technical Experience Criteria – Document [All documents to be uploaded (submitted) must be verified & certified by any one of the following Independent Third Party Inspection Agency] (i) Société Générale de Surveillance (SGS) (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLIS) (iii) International Certification Services (ICS) (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS) (v) TUV SUD (TUV). (vi) Det Norske Veritas (DNV) (vii) Certification Engineers International Ltd. (CEIL) (viii) Lloyds Register Industrial Services (LRIS) All charges of the Third party for verification and certification shall be borne by the Bidder.	
1.	1.1.1	Experience against execution of order	a) Bidder must submit/upload the Copy of Order/LOA/Contract/ Agreement along with the details of SOR items & scope of work for the similar nature of work as mentioned at BEC sl.no.1.1.1 above 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 Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u> must contain the detailed information like



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, 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	Dedicated storage facility at any sea port	Bidder shall submit the copy of valid Registration Certificate/ valid Insurance copy/ any other relevant documentary evidence of dedicated storage facility for at least 3,800 MT at any sea port in India.
3.	1.1.3	Experience against execution of running Contract	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.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 Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted/uploaded clearly mentioning the executed QUANTITY till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed quantity mentioned at sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
4	1.1.4	Experience against	Bidder to upload / submit the valid ‘ Certificate of Recognition ’ issued by Dept. of Industrial Policy and



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
		Startups Company	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]	
5.	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. In case, audited financial result (Balance sheet and profit & Loss account statement) of FY 2018-19 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of audited financial result (Balance Sheet and Profit & Loss Account Statement) of immediate three (3) preceding financial years, i.e FY: 2017-2018, 2016-2017 & 2015-2016 along with un-price bid.
6.	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2018-19. In case, financial result (Balance Sheet and Profit & Loss Account Statement) of FY: 2018-19 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			preceding financial year, i.e FY: 2017-2018 along with un-price bid.
7.	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. FY: 2018-19. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2018-19 i.e FY: 2017-18 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-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.
8.		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a 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 /Chartered Accountant of the bidder



towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.

- (ii) 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 quantity of such qualifying work [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- (iii) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**
- (iv) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.**

2.0 BIDS EVALUATION METHODOLOGY AND AWARD CRITERIA:

- 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”.

The Evaluation of all Techno-commercially qualified bids shall be done on overall basis against the total quoted price excluding GST and shall be considered for award on L1 basis.

- 2.2 If a Startups 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 Startups shall be placed.

[However, EIC of the 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.]

- 2.3 *In case of a tie at the lowest bid (L1) position between two or more non-Startups bidders, then LOA / Order (or preference to shortlisted bidders) shall be given who has higher / highest turnover in last audited financial year.*
- 2.4 *In case, there is a tie at the lowest bid (L1) position between only Startups bidders and none of them has past turnover, the LOA / Order (or preference to shortlisted bidders) shall be given on the Startup who is having highest working capital as compared to other(s).*
- 2.5 *In case, there is a tie at the lowest bid (L1) position between Startups bidders and non-Startups bidders; then LOA / Order (or preference to shortlisted bidders) shall be given on the bidder having highest working capital in last financial year **duly certified by Chartered accountant.***
- 2.6 *Startups are exempted from submission of **EMD.***
- 2.7 **CPBG: The following CPBG clause shall applicable:**
- 2.7.1 *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**
- 2.7.2 *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 (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period.*



2.8 **PPP Policy 2012**

*Considering the nature of job, splitting of quantities as per PPP 2012 for MSE (25% of the total tendered value) is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete services of tender document subject to matching of L1 price as per ITB of Tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on). In case of **tie**, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price.*

NOTE TO "SECTION II

[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.

.....



भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश) आईटीबी () बोली-प्रक्रिया डेटा पत्रक) बीडीएस (के साथ पढ़ा जाए)

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



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SECTION-III

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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



- the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.
- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.5. Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.
- 2.6. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**
- 2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]– NOT APPLICABLE FOR THIS TENDER**
4. **ONE BID PER BIDDER**
- 4.1. A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2. Alternative Bids shall not be considered.



5. COST OF BIDDING & TENDER FEE

5.1. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2. TENDER FEE- NOT APPLICABLE

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

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

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

6. SITE VISIT

6.1. The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2. The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3. The Bidder shall not be entitled to hold any claim against BCPL for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.



[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

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

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

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS

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



- 8.2. Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9. AMENDMENT OF BIDDING DOCUMENTS

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

[C] – PREPARATION OF BIDS

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

- 11.1.1. **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.

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

- i) EMD/Bid Security (including MSE Certificate if applicable for exemption)
- ii) Power of Attorney

***The Original Bid Security/ EMD, copy of which have 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 & Tender Fee (if any) were earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security & Tender Fee (if any), in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. All pages of the Bid must be digitally signed by the "authorized**



signatory" of the Bidder. Refer Annexure-III for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.

11.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated



bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in



words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

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

13.0 GST (CGST & SGST/ UTGST or IGST)

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

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

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

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

Beyond the contract period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period



shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST)**



UTGST) thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

13.10 **Anti-profiteering clause**

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

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

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY**

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

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

16. **EARNEST MONEY/BID SECURITY: Rs.39,75,000/-**

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

16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' [in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the



bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

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



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- (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.
- 16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17. PRE-BID MEETING (IF APPLICABLE)**
- 17.1. The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.
- 18. FORMAT AND SIGNING OF BID**
- 18.1. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
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18.2. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

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

19. ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

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



20. E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2. All the bids shall be addressed to the owner at address specified in IFB.
- 21.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22. DEADLINE FOR SUBMISSION OF BIDS

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

23. LATE BIDS

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

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

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



24. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

24.2. **No bid shall be allowed to be withdrawn/modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

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

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

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

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

E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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



26.2. **Priced Bid Opening:**

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

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

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

27. **CONFIDENTIALITY**

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

28. **CONTACTING THE EMPLOYER**

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

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

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

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and



- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3. A material deviation, reservation or omission is one that,
- (a) If accepted would,
- i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
- ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4. The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5. If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30. CORRECTION OF ERRORS

- 30.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.



- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
- 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**
Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
- 32. EVALUATION AND COMPARISON OF BIDS**
Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvatcredit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.
- 33. COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**
- 34. PURCHASE PREFERENCE**
Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35. AWARD

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

NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/ LETTER OF INTENT

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



formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

36. SIGNING OF AGREEMENT

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

37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 37.2. **The contract performance security shall be for an amount specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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



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 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total 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 25%, 5% (20% of 25%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
- iv) In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet) , MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

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

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

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



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

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

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

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

40. AHR ITEMS

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:

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

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

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.



42. INCOME TAX & CORPORATE TAX

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

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

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

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

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

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

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

- 43.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through



conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

- 43.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 43.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 43.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 43.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 43.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 43.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 43.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.



44. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

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 Phone no. 0373 2914636.	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 Phone no. 0373 2914636.

45. TRANSPARENCY

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

46. SALE OF BID DOCUMENTS

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

47. SUBLETTING & ASSIGNMENT

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



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

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

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

49. CHECK MEASUREMENT

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

- 49.1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
- Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
- 49.2. Where PMC is EIC (e.g Project Construction):
- PMC will check 100% measurements of executed work.
 - BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 49.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- Third Party Inspector will check 100% measurements of executed work.
 - BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.



- d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
- 49.4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
- 49.5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
- 49.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
50. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
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Annexure-I

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

A. Definitions:

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



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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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



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

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

3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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



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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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



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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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



5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

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

- 6.3. Effect on other ongoing tendering:

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

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

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

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a



period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10.0 ERRANT BIDDER

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

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

- 11.0** In case 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.



Annexure-I

**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

1.2 QUALITY PERFORMANCE **40 Marks**

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - 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



Annexure-II

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of

Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ 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



ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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



3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.



3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

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

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

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

Digital Signatures can be obtained using following steps:

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

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

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



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

6. www.idrbtca.org.in

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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



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

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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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



11. Last date for submission of bids:

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

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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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



18. IT Resources:

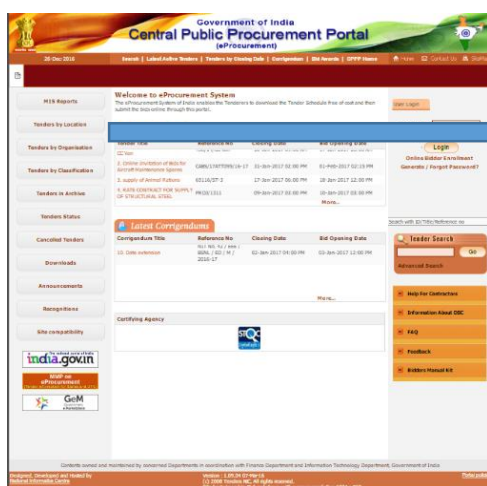
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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



[contd.]

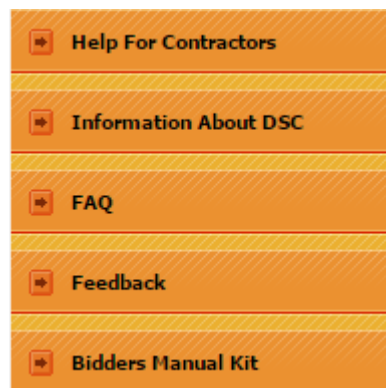


21. Check list / Quick View Summary:

one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/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, VATICAT 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>



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

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

In FAQ user will get various FAQ related to:

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

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

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

1	Notice to Bidders	notice to bidders.pdf
2	Registration of Bidders	bidder registration.pdf



3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two cover bid submission.pdf
		three cover bid submission.pdf
		four cover bid submission.pdf
		single cover bid submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ Help Bidder ItemRate.pdf
		BoQ Help Bidder ItemWise Tax.pdf
		BoQ Help Bidder Percentage.pdf

HELP DESK (BCPL)

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

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cppp-nic@nic.in

-----X-----



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE18W242MK/01043				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at _____				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. Manish Kumar Binjola, Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: mkbinjola@bcplindia.co.in;				



C. PREPARATION OF BIDS

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

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: BCPL/C&P/LE18W242MK/01043
22.3	For submission of EMD only, the Owner's address is : Attention: Mr. Manish Kumar Binjola, Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata,



	Distt. DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in; Date: 02.05.2019 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 border="1"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES				
APPLICABLE	☒ NO								
NOT APPLICABLE	☒ YES								
F. AWARD OF CONTRACT									
ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: State: Assam								
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Applicable: As specified in Section –II (ITB) of tender document.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO				
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Whether tendered item is non-split able or not-divisible: <table border="1"><tr><td>YES</td><td>☒ YES</td></tr><tr><td>NO</td><td>☒ NO</td></tr></table>	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO	YES	☒ YES	NO	☒ NO
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
YES	☒ YES								
NO	☒ NO								
41	Provision of AHR Item :								



	APPLICABLE	YES
	NOT APPLICABLE	NO
Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	NO
	NOT APPLICABLE	YES

=====



फॉर्म और प्रारूप

FORMS & FORMATS



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	FORMAT FOR MSEs



BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1
(IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL -
LEPETKATA FOR A PERIOD OF TWO (02) YEARS**

E-Tender No.: BCPL/C&P/LE18W242MK/01043

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



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

Place:
Date:

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



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

Dear Sir,

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

- 1. Power of Attorney of the signatory to the Bidding Document.**
- Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of ‘submission of bid/bid closing date’, Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of ‘submission of bid/bid closing date’ duly signed and stamped by a **Chartered Accountant** with Membership Number
- Document showing Financial Situation Information as sought in enclosed format F-16.
- 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.
- Documentary Evidences showing the Bidder’s claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
- EMD / Bid Bond*
- Power of Attorney*
- Duly certified document from chartered engineer and or chartered accountant.

Note:

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

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



Place:
Date:

[Signature of Authorized Signatory of Bidder]
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

**SUB: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED)
INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A
PERIOD OF TWO (02) YEARS”**

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME):

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS):

Attorney as per
Power of Attorney No._____
Date: _____



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

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

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS"

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS"

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

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: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender No.: BCPL/C&P/LE18W242MK/01043

Dear Sir,

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

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,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

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

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

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

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



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



required period on receiving instruction from M/s.

of the Bank (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier / contractor and not withstanding any security or other guarantee that BCPL may have in relation to the supplier's / contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In



case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Goods & Service Tax	
5.	Confirmation towards acceptance of 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.	
6.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
7.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
8.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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.	
9.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
10.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
11.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
12.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
13.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
14.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.	
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 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.	All correspondence must be in ENGLISH language only.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	



Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

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: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS"

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

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

Place:
Date:

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



CHECK LIST

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

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

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



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

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.a	EMD Value	Rs. 39,75,000/-		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG No. _____ dated For Rs. _____ BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
2	NSIC/DIC CERTIFICATE, EM PART-II/UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
4 (i)	Experience against execution of order (As Stipulated in BEC)	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with the details of SOR items & scope of work for the similar nature of works as mentioned at BEC sl.no.1.1.1 above 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 Order/LOA/Contract/Agreement submitted as mentioned at point "a" above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end-user/owner/ authorized consultant.	YES	NO
4 (ii)	Dedicated storage facility at any sea port	Bidder shall submit the copy of valid Registration Certificate/ valid Insurance copy/ any other relevant documentary evidence of dedicated storage facility for at least 3,800 MT at any sea port in India.		



S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
4 (iii)	Experience against execution of running Contract (As Stipulated in BEC)	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.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 Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point "a" above must be submitted clearly mentioning the executed QUANTITY till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at Table-1 of sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.	YES	NO
A	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
B	Technical Experience Criteria – Document	[All technical documents to be uploaded (submitted) must be verified & certified by any one of the following Independent Third Party Inspection Agency] (i) Société Générale de Surveillance (SGS) (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLIS) (iii) International Certification Services (ICS) (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS) (v) TUV SUD (TUV). (vi) Det Norske Veritas (DNV) (vii) Certification Engineers International Ltd. (CEIL) (viii) Lloyds Register Industrial Services (LRIS) All charges of the Third party for verification and certification shall be borne by the Bidder.	YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
5(i)	Financial Documents – Turn Over	Uploaded audited financial statement Balance sheet and Profit & Loss account statement of the preceding three (3) Financial Year(s).	YES	NO
5(ii)	Financial Documents – Net Worth & Working Capital	Uploaded AUDITED Balance Sheet and Profit & Loss Statement meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC.	YES	NO
5(iii)	In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 is not audited	Uploaded Certification / Confirmation that financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 is not audited on the due date of 'submission of bid/bid closing date' duly signed and stamped by a	YES	NO



S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
	on the due date of 'submission of bid/bid closing date'.	Chartered Accountant with Membership Number		
A	Balance Sheet/s & Profit & Loss Statements as in 5(i), & 5(ii) above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
6.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD " QUOTED/NOT QUOTED " IN EACH ITEM RATE COLUMN	Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED , ALONGWITH UNPRICED BID.	YES	NO
8.	POWER OF ATTORNEY	Power of Attorney in the name of person signing the bid in Non-Judiciary stamp paper.	YES	NO
9.	Other relevant documents	Copy of PAN Card, GST Registration Certificate, etc.	YES	NO
10.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & UPLOADED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

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

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



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

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

NB:

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

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



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

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

E-TENDER NO BCPL/C&P/LE18W242MK/01043 FOR HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS



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

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



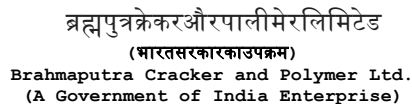
THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- 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: 2018-2019, 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 SUBMITTED/UPLOADED		WHETHER
				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: 2018-2019, 2017-2018 & 2015-2016 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2017-2018 FY: 2016-2017 FY: 2015-2016	Yes / No Yes / No Yes / No		





F-15

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

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp



F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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:
Chartered Accountant/CPA
Date:

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



Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant.



BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS”

E-Tender NO.: BCPL/C&P/LE18W242MK/01043

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



F-19

Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers) Government of India, vide Gazette of India No 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all Central Ministries / Departments / PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be applicable:

- i) Issue of Tender Documents 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 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 enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC / ST entrepreneurs. This quota is to be transferred to other MESs in case of non - availability of MSEs owned by SC / ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- vi) In case bidder is a Micro or Small Enterprise under 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 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.
 - b) If the MSE is owned by SC / ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) 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 at least 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.



The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.

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.

CA CERTIFICATE FORMAT FOR MSE TO WHOMSOEVER IT MAY CONCERN

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006. Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs).

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on CA's letter head, filled, signed and stamped by a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.



भाग – IV SECTION – IV

संविदा की सामान्य शर्तें) जीसीसी (

GENERAL CONDITIONS OF CONTRACT (GCC)



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

NIT/RFQ NUMBER: BCPL/C&P/LE18W242MK/01043

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.
([http://www.bcplonline.co.in/content/tender/GCC CONTRACTS.pdf](http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf))

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

तकनीकी विनिर्देश और संविदा की विशेष शर्तें

SPECIAL CONDITIONS OF CONTRACT
[SCC]

&

SCOPE OF WORK



SECTION – V & SECTION – VI

SPECIAL CONDITIONS OF CONTRACT (SCC) AND SCOPE OF WORK

1.0 GENERAL

- 1.1 Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract only to the extent that such repugnancy of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General conditions of Contract.
- 1.4 Whenever it is stated in this Bidding Document that such & such a supply is to be effected or such & such work is to be carried out, it shall be understood that the same shall be effected/carried out by the Contractor at his own cost, unless a different intention is specifically & expressly stated herein or otherwise explicit from the context. Contract Value (also referred to as Contract price) shall be deemed to have included such cost.
- 1.5 The storage facility at port in India should be dedicated storage facility and may be Tank / Sphere etc. Thus wherever reference of Sphere is made in Bid Document, the same may be read as any dedicated storage facility of Tank/Sphere etc.

2.0 TIME SCHEDULE/CONTRACT PERIOD

- 2.1 The work shall be executed strictly as per Time Schedule given as part of this Bidding Document vide **Annexure-I** to SCC.
- 2.2 Contractor shall give every day a report on the progress of work done on previous day in the Performa prescribed by the Engineer-in Charge.

3.0 SCOPE OF SUPPLY AND SCOPE OF WORK

BCPL's Butene-1 from vessel needs to be smoothly discharged through pipelines into dedicated storage facility (Sphere/Tank etc) situated at port which should be well connected with sea port's jetties after completion of custom, port and other allied formalities. Stored Butene-1 in the



spheres as mentioned at sl no. 1.5 above (after custom clearance) is to be loaded into Tank Truck /Road Tankers of BCPL's nominated Transporters for despatch to BCPL plant at Lepetkata, Dibrugarh (Assam).

The Contractor shall arrange clearance (Port/Custom/Allied) of the consignment of Butene-1 parcel as and when the vessel calls at Port, arrange expeditious survey and arrange for the smooth discharge of Butene-1 from the vessel through pipeline into storage spheres/ facility earmarked for BCPL. The agency shall also arrange custom and port formalities after settling of Butene-1 in the storage spheres and co-ordinate with BCPL's nominated transporters for onward despatch in Tank Truck/Road Tankers to BCPL plant at Lepetkata, Dibrugarh (Assam).

Detailed Scope of works are as under:

- 3.1 Contractor will earmark storage spheres having required capacity exclusively for the storage of Imported Butene-1 for BCPL for entire contract period at Port. Only the sphere shall be dedicated for BCPL's Butene-1. With regards to other parts of the infrastructure, it shall be dedicated for Butene-1 but not necessarily only for BCPL. Stainless steel / Carbon Steel pipelines from Jetty are acceptable.. Contractor to ensure pressure control of spheres and no contamination of product with in the Battery Limit of loading and unloading facilities.

Contractor will operate the said storage facilities with the purpose at their own cost and risk.

- 3.2 For the applicability of Price Reduction Schedule clause of General Conditions of Contract of Section of subject Bid Document will be modified to the extent possible with following clause:

Any Demurrages/Detention charges required to be paid to concerned agency(s) for unloading from the ship vessel and/or loading in Tank Truck / Road Tankers of Butene-1 due to reasons attributable to the bidder will be to bidder's account only.

- 3.3 Lay time for discharge shall commence upon vessel's arrival in berth after the notice of readiness is tendered. Lay time shall end when allowed lay time has expired or at hose disconnection whichever occur first.
- 3.4 BCPL's product held by contractor in its storage facilities shall be the property of the BCPL and contractor shall not hypothecate or pledge the BCPL's product to any other party or deal with the product in any other manner except as provided in the bid document / work contract. In no case, other party's Butene-1 / or other material shall be stored in the spheres earmarked to BCPL. Contractor must take all precautionary measures to ensure that the stored Butene-1 in the spheres is not contaminated at any point of time during the period of storage.
- 3.5 BCPL shall not be responsible for any losses of contractor storage terminal's property or injury or loss of life to contractor's personnel or representatives arising out of storage and handling of the product at contractor's storage terminal and contractor shall indemnify and hold BCPL harmless in this behalf.



- 3.6 Spheres should be certified by explosive / any other statutory departments as required. Contractor will allow BCPL officials to inspect the spheres immediately after placement of order. BCPL will not accept any spheres which are not certified by explosive / any other statutory departments.
- 3.7 The storage spheres shall be free for inspection by BCPL as and when required. BCPL may inspect the offered spheres even before the placement of contract.
- 3.8 All the certificates and statutory requirements of Govt. agencies required for the storage of BCPL's Butene-1 at port storage terminals & up to its loading into tankers for despatch to BCPL Project from Port Authorities / Govt. / Statutory bodies shall be arranged by the contractor during the period of contract. In case of any additional statutory requirement arises during the currency of contract due to Govt. notifications, Contractor shall arrange to obtain the same immediately without fail.
- 3.9 Discharged Butene-1 will be taken for delivery by BCPL's transporters as per the plant requirement basis. Contractor should have facility to load at least 4 tankers a day which will be deployed at storage facilities by the transporters for lifting of Butene-1.
- 3.10 No material shall be supplied by OWNER under this Contract. However contractor scope of work includes terminalling and storage services for Butene-1 at the designated port.
- 3.11 The Scope of Supply and Scope of Works covered under this contract shall be as described in **Annexure-II & III to SCC.**

4. RESPONSIBILITY OF CONTRACTOR

- 4.1 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modifications in the Storage/ Handling & Despatch of Butene-1 form the Owner/ Engineer-in Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the Owner/Engineer-in Charge shall be carried out at no extra cost to the Owner. Any charge required during functional requirements or for efficient running of system, keeping the basic parameters unchanged and which has not been indicated by the contractor along with the offer will be carried out by the contractor at no extra cost to the Owner.
- 4.2 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 4.3 It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.



- 4.4 The contractor shall acquaint himself with access availability facilities, such as roads, local labor etc., to provide suitable allowances in his quotation.
- 4.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 4.6 The Successful Bidder shall make ready the storage sphere(s), dock line(s) and related facilities for receipt of BCPL's product and offer these for inspection and certification by Nominated Surveyor/authorized representatives before receipt of the first shipment.
- 4.7 The Successful Bidder shall arrange to receive the Product from BCPL's nominated vessel(s) to be berthed at designated port into the designated storage into the designated storage sphere by making use of its facilities and manpower.
- 4.8 The Successful Bidder shall store the Product in sphere and arrange for safe handling of the Product.
- 4.9 The Successful Bidder shall maintain temperature and pressure of the product in the spheres from time to time as required by BCPL. Butene-1 will arrive in ambient condition.
- 4.10 The Successful Bidder shall arrange to deliver the Product into the truck(s) arranged by BCPL by making use of its loading facilities and manpower. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 tank truck shall be on BCPL account.
- 4.11 The Successful Bidder shall pay land rent to the Port and all taxes payable on the sphere(s) and related facilities.
- 4.12 The Successful Bidder shall arrange for periodic testing, cleaning and maintaining of the Facilities during the term of the Agreement as per its Standard Operating Procedure.
- 4.13 The Successful Bidder shall permit BCPL /or BCPL authorized surveyor access to the Facilities at any time during regular business hours for the purposes of sampling, gauging and testing of the Product. The Successful Bidder shall render all assistance for drawing the samples.
- 4.14 The Successful Bidder shall maintain records of receipts and dispatches, as also opening and closing stock on a daily basic so as to enable BCPL to know the stock available at any particular time.
- 4.15 The Successful Bidder shall take and maintain the requisite insurance on the Facilities in accordance with the terms & conditions of the bid document/provisions of this Contract and prudent Engineering Practices.
- 4.16 The Successful Bidder shall ensure that all the above Services shall conform to relevant



Government regulations.

- 4.17 The Successful Bidder shall employ such qualified and experienced Management and Operations staff as is required to carry out the Services in accordance with best industry practices. The Successful Bidder shall keep the terminal in operation round the clock.
- 4.18 The Successful Bidder shall pay all wages, salaries, taxes etc to its staff and contractors and provide all amenities and benefits as may be required under the Law for the time being and from time to time in force as applicable to its establishment.
- 4.19 The Successful Bidder shall extend full cooperation to BCPL for complying with BCPL's obligations under this Agreement.
- 4.20 The successful Bidder, if required shall obtain permission/approval from the designated port for storage and handling of the product in designated port.
- 4.21 **Custom/Port Clearance Activities:**

Contractor can either arrange for the custom clearance of Butene-1 shipments by himself OR by his authorized CHA who is having valid CHA license at Port. In case of carrying out of custom clearance activities by the Contractor's authorized CHA, contractor needs to submit the details of CHA who will be clearing BCPL's shipments along with the bid for approval. It is the sole responsibility of the contractor to complete entire custom clearance formalities of BCPL's shipments as per the scope mentioned below. Any delay in custom clearance or lapses by his CHA shall be borne by the contractor. Further, Contractor needs to submit a declaration stating that he will take entire responsibility of custom clearance activities carried out by his CHA against this contract (Non-submission of such declaration along with the bid against this Bid Document shall call for the rejection of the bid).

Detailed scope of custom clearance activities are as under:

- a) All aspects of custom clearance of imported Butene-1 arriving at port through vessels including unloading is contractor's responsibility.
- b) Handling of all Customs / Port documentation and formalities connected with the clearance of Butene-1 through the customs, port, octroi and other concerned authorities shall be done by contractor.
- c) Contractor shall liaise with shipping Agent, Surveyor, C&F Agent, Port Authority, Underwriter at port about shipment for discharge and clearance of cargo to be discharged in to storage tank from the vessel at jetty.
- d) The contractor shall keep close liaison with shipping companies and / or their agents to check up



arrival of vessels, berthing and discharge position and report to BCPL the day to day status after the vessel's arrival.

- e) The contractor shall exercise due care in scrutinizing and processing the shipping documents received and in clearance of shipments as expeditiously as possible without giving room for delays and demurrage / wharfage. The contractor shall also bring to the notice of BCPL any difficulties that he may come across at customs or elsewhere without delay. When documents for any reason are not available / incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds / letters of guarantee, etc. in consultation with BCPL. Any demurrage due to lapse or negligence of the contractor the same shall borne by the contractor and the decision of Engineer-in-Charge in this regard shall be final and legally binding on the contractor. Wharfage would be paid by the BCPL.

The contractor shall take all possible precautionary measures towards safety of all cargo landed in the docks and elsewhere arrange surveys and obtain certificates on contaminated / damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned and take such other actions that may be necessary to generally safeguard BCPL's interest.

- f) The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL (within 7 days of the acceptance of Bid) a list of such service personnel (with their designation) assigned for this particular work.
- g) The contractor shall make due provisions for deputing adequate staff at the required places to work during 2nd and 3rd shifts and also to work on Sundays and Holidays if otherwise cargo held up pending clearance is liable to incur considerable demurrage or if such pending shipment is urgently required at site and shall also take proper action as per instructions from BCPL.
- h) The contractor shall lodge all claims within the time limits prescribed with the Customs, port Trusts, Shipping agents, Transport Companies, Octroi, and other concerned authorities as well as initial claims on Insurance co. (Underwriters) in all cases of excess payments damage and loss of cargo etc. as the case may be and take regular follow-up actions till the claims are finally settled. All refund amounts obtained by the contractor shall be passed on to BCPL immediately on collection.
- i) The contractor shall maintain a proper schedule of the entire work and send to BCPL regular weekly progress report to reflect the status of work done and pending up to and as on the previous day of the report.
- j) The contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify BCPL from any consequence due to any inaccurate or faulty documentation on the part of the contractor.
- k) Whenever BCPL instructs the transporter and advises contractor to arrange for loading of tankers dispatch by road, it shall be the responsibility of contractor to indent required vehicles from the transporter and load. If any vehicle is returned without loading for any reason empty return



charges as claimed by transporter would be payable by contractor. Contractor shall be responsible to arrange loading of all the vehicles supplied by BCPL's Transporter with reasonable time at his storage facility. If he fails, all detention charges claimed by outside agency shall be borne by him.

- l) The contractor shall be fully responsible for any wrong dispatches and shall bear all the extra expenses for diversion /rebooking of the same to the proper destination / consignee.
- m) Contractor shall in their execution of services under this contract, adhere to any procedures and routine established by Engineer in charge.
- n) The contractor shall intimate Engineer in charge with the requirement of necessary funds for customs duty well in advance. All the expenses except customs duty involved in the entire clearance activities of Butene-1 from customs shall be borne by the contractor which will be reimbursed on production of original receipts of concerned agencies along with monthly bill.
- o) The contractor shall be required to perform all the duties which they are bound to do under the Customs Act, Port rules and procedures as amended from time to time.
- p) Contractor shall be responsible to collect the documents from BCPL in time to avoid demurrage/wharfage/detention/interest charges. This shall be a part of their service and no separate charges shall be payable for the same.

4.23 **Loss / Damage / Shortage:**

- i) The contractor shall take all steps to prevent loss and damage to goods received by the contractor on behalf of BCPL for handling and dispatches during the period the goods are in their charge or while the goods remain in the custody of the port trust. It is incumbent on the contractor to promptly examine carefully all Butene-1 discharged from the vessel and whenever they notice any damage / loss at the time of clearance from the docks, the contractor shall promptly apply for and arrange to hold surveys by the concerned authorities and pursue action to obtain survey report, examination reports, certificates of examination etc. as the case may be.
- ii) When any short landing of consignment has been noticed the contractor shall promptly apply for short landing certificate or landed but missing certificate from the Port Trust authorities/vessel owners within the prescribed time governing the rules for settlement of claims with the carriers / insurance company/ port trust and customs etc. but in any case, such certificates should be obtained not later than the date/ prescribed time limit from the date of arrival of the vessel.
- iii) The contractor will have to make good to the company on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of relevant rules and regulations applicable in clearance, handling, dispatch of goods lodging and settlement of claims, failing which the amount of loss will be appropriated from the security or other deposits made by the clearing



agent or from any amount due to the clearing agency under this contract. This is apart from the other remedies open to BCPL under the provisions of law in force.

- iv) Where survey reports / short landing certificates / landing but missing certificates / customs certificate of examination / landing certificates or similar certificates are required for substantiating the claims with various agencies and obtaining compensation from the concerned authorities liable to pay for the damage or loss, due care will have to be exercised by the contractor to ensure that the certificate / survey reports etc. are complete in all respects so that they cannot be disputed by the parties concerned at a later stage on some pretext or other.
 - v) The contractor should be well conversant with all the relevant and latest provisions of the carriage of goods by Sea Act., Port Trust and other Acts, Rules, relevant procedures, Notification of Government etc. which are applicable for effecting clearance and other rules and regulations of customs and take such steps to ensure that interests of BCPL are protected in all respects in the clearance of the cargo.
- 4.24 The contractor shall take all possible pre-cautions and measure to safe guard the quality and quantity of cargo during the discharge, storage, unloading and loading till the despatch.
- 4.25 After each tanker is filled up, weighbridge measurement shall be carried out and recorded in the certificate of despatch to be issued road tanker-wise by the contractor and this shall be countersigned by the surveyor. The contractor shall provide all the facilities as advised by surveyor for safe loading / unloading of materials in respect of quality as well as quantity.

B BCPL's OBLIGATIONS

- 4.1 After the storage sphere(s), dock line(s) and related facilities are made ready and offered to BCPL for inspection, BCPL shall confirm, either directly or through its authorized representatives, cleanliness and fitness of the storage spheres, pipelines and other facilities for storage and handling of its Product.
- 4.2 BCPL shall provide prior information to the Successful Bidder at least 7 days in advance through a "Product Shipment Notice/Intimation with shipment particulars" of the vessel/cargo and agent details and vessel ETA, etc. BCPL shall furnish the contractor all shipping documents in advance of the arrival of the relevant ship/vessel. BCPL on receipt of intimation from contractor shall furnish available catalogues / technical write-ups, details of Purchase Orders etc. as and when required by the customs for release of the cargo.
- 4.3 BCPL shall arrange to bring the Product only in vessels that conform to Local / Government regulations and that meet the requirements under various codes as applicable to Designated Sea Port.
- 4.4 BCPL shall arrange to place their nominated Tank Truck(s)/Road Tanker(s) at the successful bidder's terminal for loading of the Product on time, after checking and certifying their



cleanliness and suitability.

- 4.5 BCPL shall take adequate insurance cover for its Product (Butene-1), assets and personnel as more fully described in the Bid Document.
- 4.6 BCPL shall pay Custom duty based on passed Bill of Entry. All other charges like, sea port & establishment charges, other duties, taxes, levies etc to the Government Authorities and any other statutory payments involved in the clearance of imported Butene-1 shall be paid by the contractor as per the directions of BCPL which will be reimbursed on submission of original payment receipts along with monthly bills. BCPL shall authorize contractor / his representative to clear the Goods from customs on its behalf.
- 4.7 For the initial purging of sphere with Butene-1 vapors, BCPL is ensuring upto 24 hours of free layover time (without demurrage) for completion of the purging operation during the first cargo receipt. Quantity of Butene-1 used for this purging (out of the receipt quantity) shall be to BCPL's account and allowed quantity shall be at actuals as required for safe operations. Such operations shall be witnessed / Certified by surveyor/BCPL's representative to ensure that only the required Butene-1 is used. The ship discharge quantity measured, as mentioned above, shall be construed as the BCPL's cargo quantity

5.0 TAX DEDUCTION AT SOURCE (TDS)

TDS at the prevailing rate as applicable from time to time shall be deducted from Contractor's bills as per Statutory Rules, and contracted price shall be deemed to include this.

6.0 EXCISE DUTY /GST

Excise duty/GST, if applicable, on works/ job works done/ performed at Owner's premises at the job site, shall be reimbursed to the Contractor at actual on production of documentary evidence of payment to the Owner's satisfaction.

7.0 PRICE ESCALATION

The contract price shall be deemed to be FIRM and valid for the entire duration of the contract till the completion of work in all respects and shall not be subject to any adjustment due to increase in price of materials, consumables, Labour etc., or any other input for performance of work and the contract.

8.0 DEPLOYMENT OF EQUIPMENT

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools & tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. No Equipment shall be supplied by the Owner.



9.0 QUALITY/QUANTITY ASSURANCE AND QUALITY / QUANTITY CONTROL PROGRAMME

The successful bidder shall ensure determination of the actual ships discharge quantity through mutually agreed independent surveyor like **SGS/ Lloyds/Bureau Veritas/ Bax Counsel/Met Lab Services/Indian Register of Shipping** which ever bidder may opt for survey. The bidder shall be responsible for the quantity received in the tanks (spheres) / ship discharge as finalized by tank dips jointly by the successful bidder and nominated surveyor based on the joint survey report. The bidder will be allowed upto 0.1% (Point One Percent) of such receipted quantities towards operational loss. In case the cumulative loss is beyond the permitted limit, suitable recovery shall be made for the value of the said shortage in excess of the permissible limit, from any amount payable to the bidder. For this purpose, the rate of recovery would be the rate applicable to bulk non-domestic consumers at the designated port along with notional customs duty and notional local sales tax at full rate. In case the damages recoverable are greater than the Terminalling charges payable for the month, the bidder shall forthwith make the balance payment by the 15th day of the first month of the following quarter in which the stock loss has occurred. For any delay beyond the stipulated date, interest at SBI's PLR plus one percent p.a. is payable for the no. of days of delay in making such payment.

In case the quantity received as described above is less/more than the Bill of lading quantity, the disparity is treated as ocean loss/ gain and shall be on BCPL's account. The bidder shall be responsible for the quantity received in tanks (spheres) / shore out turn as finalized by tank dips jointly by the successful bidder and Nominated Surveyor as certified by the Surveyor. **The bidder will be allowed 0.1% of such receipted quantities towards operational loss, as stated earlier.**

Contractor shall include in his offer the Quality / Quantity Assurance Programmer containing the overall quality / quantity management and procedures which is required to be adhered to during various stages of execution of the contract. Contractor has to ensure the quality and quantity of Butene-1 during the entire handling operation.

The agency should furnish a Quality Assurance procedure for the entire handling operation. The procedure shall be reviewed by the Owner / Surveyor and a comprehensive procedure will be provided by Owner / Surveyor for compliance by Contractor.

- (a) For unloading operation from ship to onshore tank, the quality procedure supplied by the contractor will be reviewed and finalized jointly by Bidder & Surveyor and the contractor has to strictly adhere to the same.
- (b) Contractor has to ensure the quality of Butene-1 during storage in his onshore tank, loading in to BCPL arranged tank trucks.

Contaminated material, if any, shall be stored separately and unloaded in a separate tank / vessel / drums at Port for reconciliation of quantity.

The contractor shall be liable for the following:



- (i) The shortfall in quantity of Butene-1 handled.
- (ii) Non- adherence of the quality procedures for Sr. No. (a) Above leading to deterioration of Butene-1 quality.
- (iii) Quality deterioration of Butene-1 for operation for Sr. No. (b) Above.
- (iv) Measurement of Quantity.

Quantity of Product delivered to BCPL into Tank-Trucks, shall be measured by weight on a metric tonnage basis in accordance with the industry practice in India. Such delivery should be made in accordance with the Loading Advice (LA)/Delivery Order (DO) issued by BCPL. The net weighment shall be determined by the difference in the gross weight and the net weight of tank trucks.

To establish the quality of Butene-1, it is hereby agreed and understood that:

- (a) Before commencement of delivery operations for each shift, the successful bidder would ascertain the vapour pressure of Butene-1 samples and maintain record thereof.
- (b) The findings made by the bidder shall be used in the certificates of Quality.
- (c) The bidder would not dispatch any product from terminal which is not meeting product specifications.

All disputes/ issues related to tank truck loading shall be governed by the Bulk Butene-1 transport Contract entered by BCPL with their transporters.

The successful bidder is obliged to deliver BCPL tank truck with Butene-1 during normal working hours on a first-come-first-serve basis, in accordance with the standard industry practices.

BCPL will ensure that the tank truck used for transporting Butene-1 shall confirm and comply fully with the industry standards, Government and relevant authorities' rules and regulations. The successful bidder may reject the tank-truck which does not confirm and comply to the above said standard or regulations. However, the successful bidder is responsible for inspecting the Tank Trucks for its fitness before loading, BCPL will not be responsible in any manner for any events consequent of loading Butene-1 in a tank truck which was not properly inspected before loading.

As far as the Butene-1 quality is concerned it is the responsibility of the successful bidder to deliver the product quality as certified in the spheres by nominated Surveyor into the tank trucks. The bidder's responsibility for quality of Butene-1 is from the Spheres upto the inlet nozzle of the tank truck. The successful bidder will be responsible to redeliver the quantity so determined to BCPL after being allowed permissible operational loss. Stock reconciliation for the purpose of computing handling loss shall be done on tank empty to empty basis.



10.0 TESTS AND INSPECTION OF WORKS:

- 10.1 The Contractor shall carry out various tests as enumerated in the Technical Specification which shall be furnished by Engineer-In-Charge, BCPL / Surveyor and technical documents provided to contractor for performance of work. No separate payment shall be made.
- 10.2 The work is subject to inspection at all times by the Engineer-in Charge, BCPL / Surveyor. The contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications furnished by Engineer-In-Charge, BCPL/ Surveyor during performance of work.

11.0 COORDINATION WITH OTHER AGENCIES

The work shall be carried out in such a manner that that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-in Charge shall be final and binding on the Contractor.

12.0 ADDITIONAL WORKS / EXTRA WORKS

Owner reserves their right to execute any additional works / extra works, during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor.

In the event of such decisions taken by Owner, Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge, BCPL.

13.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES

Within 30 days of placement of order, the contractor shall register themselves and the contract at their own cost with the statutory authorities, as may be required under the governing rules and regulations. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

14.0 STATUTORY APPROVALS:

The approval from any authority such as Petroleum & Explosives Safety Organization, Nagpur (PESO), CCE, TAC or any other statutory body/ies etc. required as per statutory rules and regulations of Central/ State Government shall be the Contractor's responsibility unless otherwise specified in the Bid document. The application on behalf of the Owner for submission to relevant authorities alongwith copies of required certificate complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction /



commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The contractor shall arrange the inspection of the work by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the contractor on production of documentary evidence.

Any change / addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

15.0 MEASUREMENT OF WORKS

In addition to the provisions of the General Conditions of Contract and associated provisions thereof, all the works shall be measured in accordance with relevant BIS Codes/ documents etc. and or as decided by the Engineer-in Charge (Refer Annexure-IV to SCC)

16.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses that the Owner may have paid, for which under the Contract the Contractor is liable, shall be claimed by Owner. All such claims shall be billed by the Owner to the Contractor, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any amount due or becoming due to the contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Owner of such claims.

17.0 GOVERNING LAW AND JURISDICTION

The CONTRACT shall in all respects be concerned and governed according to Indian Laws. The court of Delhi (India) shall have exclusive jurisdiction in all matters arising under the CONTRACT.

18.0 HEALTH SAFETY & ENVIRONMENT

Contractor shall include in his offer Health, Safety & Environment policy containing the overall safety management and procedures, which is required to be adhered to during the execution of contract. After the award of the contract, detailed Health, Safety & Environment policy / plan to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to. It is the responsibility of the contractor to ensure adherence of all safety requirements as suggested by Owner during the course of execution.



19.0 COMPLETION DOCUMENTS

The following documents shall be submitted by the contractor, in triplicate, as a part of completion documents.

- (a) Reconciliation of material
- (b) All Custom & Statutory Approval documents.
- (c) Any other documents relevant to the job completion.

20.0 STATEMENT OF FINAL BILLS - ISSUE OF NO DEMAND CERTIFICATE

The contractor shall obtain such no-demand certificates from the concerned authorities and furnish the same to the Engineer-in Charge, BCPL.

21.0 SALES TAX ON WORKS CONTRACT

Sales Tax on works Contract, if applicable is deemed to be included in the Quoted Contract Prices.

22.0 INSURANCE

- 22.1 BCPL shall take adequate and proper insurance cover for its Product (Butene – 1) against all risks including shortage and losses, fire, explosions, implosions, riot, strike, malicious damage, atmospheric disturbances, flood, leakage and contamination from the time the product is being unloaded from vessel(s) and while the Product is in storage in the sphere(s) and till the time the Product is re-delivered to Tank Truck(s)/ Road Tanker(s) and leaves the successful bidder's premises.

BCPL shall also take adequate insurance cover for their assets and employees stationed at the successful bidder's terminal (if any) against all risks.

- 22.2 The above insurance policies shall contain a waiver of subrogation against the successful bidder.
- 22.3 The successful Bidder, on its part, shall take adequate insurance cover for the storage spheres, pipelines and allied facilities and its personnel operating the installation, but excluding the Product. Successful Bidder shall, at his/its own expense arrange appropriate comprehensive insurance to cover all risks assumed by the Successful Bidder under this contract. BCPL will have no liability on this account as well as on account of any loss or damage to the Service provider's equipment, tools, and other belongings. Proof of policy of comprehensive insurance to his personnel as above is to be submitted by the Successful Bidder prior to commencement of work under the contract.

23.0 TITLE/ OWNERSHIP OF PRODUCT

- 23.1 Ownership and title to the Product stored and/or handled hereunder shall always remain with BCPL. Bidder shall not hypothecate or pledge the BCPL's product to any other party or deal



with the product in any other manner except as provided in the bid document / contract.

- 23.2 BCPL shall bring the Product through vessel(s) and store the Product in the successful bidder(s) only in BCPL's name.

24.0 PAYMENT TERMS:

(i) FOR SOR ITEM NOS. 1 & 3, Product Receipt & Storage and Loading of Butene -1 in Tank Truck / Road Tanker.

1. 100% payment for SOR item nos.1 and / or 3 as applicable shall be released within 30 days from the date of production of documentary evidences in all respects.

(ii) FOR SOR ITEM NO. 2, Facility for Hiring Charges

1. Contractor shall raise monthly bill for the fixed storage charges as per SOR item no. 2 for the previous month after completion of one month period.
Monthly payment for the storage of Butene-1 in the spheres for the previous month shall be released within 30 days from the date of receipt of invoices.

Date of commencement of the job will be considered as the start date for monthly payments.

2. The payment shall be released for storage tank considering 3800 MT capacity, even if the cumulative storage capacity of the sphere is more than the capacity indicated above.

RATES:

- i. Rates as ordered will be inclusive of all taxes & duties except service tax. The rates shall be firm & final during the contract period. No escalation whatsoever shall be applicable during the contract period.
- ii. Rates as ordered against storage charges (SOR Item No.2) are fixed and will be payable on monthly basis irrespective of the actual storage of Butene-1 at any point of time or nil storage during the contract period.
- iii. The quantity mentioned in the SOR is indicative only for Sl. Nos. 1 & 3. Payment will be made on actual job done basis.

25.0 ALTERNATIVE ARRANGEMENTS:

At any stage if contractor fails to execute the job according to terms and conditions. BCPL reserves the right to make alternative arrangement and complete the job at the cost and risk of contractor.

26.0 TERMINATION OF CONTRACT:



If the contractor does not commence the work in the manner as described in the contract documents or if BCPL notices / finds the occurrence of any one or more of the following events/contingencies namely, the contract will be terminated with immediate effect and BCPL reserves the right for banning the contractor:

- 26.1 Failure to carry out the works in totality with the contract documents.
- 26.2 Failure to carry out the works in accordance with the time schedule.
- 26.3 Failure to carry out and execute the works to the satisfaction of BCPL.
- 26.4 If the contractor abandons the work.
- 26.5 Distress execution or other legal process being levied on or upon any of the Contractor's goods and assets.
- 26.6 If the Contractor during the currency of the contract shall become bankrupt, make any arrangement or composition with his creditors or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction, then BCPL shall have the power to terminate the contract at any stage and take action as per the terms and conditions of the contract.

The above clause shall read in conjunction with the relevant clause of GCC.

27.0 DE-HIRING OF SPHERES:

The contract may be terminated and the Sphere will be de-hired by BCPL with 03 month notice period in case of unavoidable circumstances.

28.0. REQUIRED DOCUMENTS TO BE PROVIDED ALONGWITH BIDS:

While submitting the quotations, bidder must provide following documents/details of the spheres which are exclusively offered to store BCPL's Butene-1 for scrutiny, failing which, **the bid will be liable for rejection:**

- 28.1 Spheres Nos. and Name of Owner.
- 28.2 Capacity Certificate of Spheres (calibrated)
- 28.3 Latest spheres inspection certificate by competent authority to ascertain spheres life / health.
- 28.4 Spheres system drawing and details.
- 28.5 Insurance Certificate for spheres and its systems.
- 28.6 Length of pipeline from point of discharge at port to the receiving spheres and diameter of the pipeline. This pipeline should be of "Spheres installed Owners". Certificate from the explosive department and certificate from prohibition department that spheres are licensed to handle, storage and dispatch dangerous hazardous cat 'A' petroleum / chemicals goods covered under prohibition rules and regulations.
- 28.7 Declaration as per Clause 4.22 of SCC.
- 28.8 Annexure-I to IV of SCC duly signed by Bidder.



29.0 PF & ESIC CLAUSE:

Contractor should produce necessary EPF code before commencement of work. The contractor shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In-charge.

Contractor should produce ESIC code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workman Compensation Insurance Policy and submit a copy of the same to Brahmputra Cracker and Polymer Limited. The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which, BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

30.0 CONSEQUENTIAL DAMAGES:

Notwithstanding either party's fault, neither party shall be liable to the other party in respect of any consequential damages whatsoever. The term "Consequential damages" as used herein shall include without limitations to the meaning, loss of profit, production, business opportunities or use of assets.

31.0 SUBLETTING OF THE STORAGE TANKS:

Bidder shall allow BCPL to sublet the storage tanks to third party for storing similar type of product during idle condition. During the Term, BCPL is also allowed to store the Product of any third party in the Contracted Tanks subject to 30 days prior notice to Bidder followed by a Tripartite Agreement between all the three parties, wherein this Agreement between BCPL and Bidder shall be the base document for reference. However, BCPL will be responsible to Bidder as the principal.

32.0 CUSTOM BONDING OF TANKS:

Bidder shall provide dedicated Storage tanks for storing and importing Butene - 1 & shall also ensure to convert the offered storage tanks to custom bonded tanks with all required formalities.

BCPL will provide the necessary guarantee for any customs bonding that may be required.

Bidder shall provide dedicated storage Tanks for the product in Custom Notified Area. Bidder shall custom bond the storage tanks with all customs formalities including but not limited to issuance of requisite documents/certificates to Customs authorities in the event, BCPL desires to custom bond the Contracted Tanks for storing the Product. At the end of the Term or sooner determination as the case may be, bidder shall de-bond and release the Contracted Tanks from



Customs free from any encumbrances immediately after receiving written confirmation from BCPL. BCPL shall provide requisite details /documents, if any for de-bonding the tanks.

33.0 READINESS OF STORAGE TANKS AND OTHER FACILITIES:

The Successful Bidder shall make ready & properly clean the storage tank(s), dock line(s)/Jetty lines, loading arms /hoses and related facilities for receipt of BCPL's product as per industry norms in all aspects and offer these for inspection and certification by Surveyor and / or the representative of BCPL before receipt of the first shipment.

34.0 HOURS OF OPERATION & MANPOWER:

Bidder shall keep the Terminal open 24x7 for receiving the product (Butene-1) from vessel. Bidder shall keep the terminal open for unloading/loading of TT's as per Terminal's normal working hours. However in case TT need to be Unloaded or loaded beyond the normal working hours BCPL shall intimate bidder.

35.0 OWNERSHIP, MAINTENANCE & SECURITY OF THE FACILITIES:

Bidder owns the Terminal facilities and shall maintain and repair the same at its cost as per its Standard Operating Procedures (SOP).

For the purpose of periodic/forced maintenance, Parties shall mutually decide the maintenance schedule to synchronize it with the maintenance of BCPL's Plant. In case Contracted Tanks is/are required for forced maintenance, Parties shall be mutually deciding the evacuation schedule of Product from the Contracted Tanks. However, in such scenario Bidder shall on best effort basis provide alternative Tank(s) till the time periodic/forced maintenance is in process of respective Contracted Tanks. Bidder shall arrange, at its cost, security personnel round-the-clock for watch and ward of the Terminal including Terminal facilities.

36.0 PRODUCT STORAGE

Bidder shall receive and store the Product in the Contracted Tanks and arrange for safe handling of the Product.

Testing of the shore tank samples will be organized periodically by the surveyor. Checking of actual weight of the product in storage tanks as per tank dip after unloading from vessel need to be done. Bidder has to ensure that all precautions are taken to ensure the quality of the product at every point of handling and shall be responsible for any quality deterioration due to gross negligence in product handling.

Bidder shall, if required, shift the Product to suitable alternate tanks for operational reasons and/or exigencies after getting BCPL's written confirmation. Such shifting shall be carried out only in the presence of the Surveyor.

Bidder shall gauge the Contracted Tanks on a daily basis along with the Surveyors to assess the physical stock available in the Contracted Tanks. However, gauging shall be done only once a week if the Contracted Tanks are idling. Bidder shall maintain physical stock report of the product.

Bidder shall arrange to draw samples from the storage Tanks and hand over to Surveyor as and when required for quality checking and certifying the products in the tanks.



Bidder may draw samples of the Product from the Contracted Tanks in the presence of the Surveyor and give it for testing to a third party laboratory to satisfy itself about the quality of the Product on any given date.

Initial cleaning of the Contracted Tanks to make these fit to receive the Product shall be to Bidder's account. In case BCPL requires additional Tankage facility of Bidder, other than the Contracted Tanks (the "Additional Tankage Facility") for storage of its Product, pursuant to transfer of Product hereunder, Bidder shall provide the same to BCPL on mutually agreed terms and conditions, subject to availability.



ANNEXURE-I
TO
SPECIAL CONDITIONS OF CONTRACT

CONTRACT PERIOD:

The contract Period shall be Two (02) years. However, the contract period shall be reckoned from the date of 1st intimation [i.e. *from the date of despatch of cargo (B/L)*] by the Engineer-in-Charge of BCPL after certification for readiness of Bidder's facility in all respects. The latest date of intimation (For 1st instance/intimation) by BCPL for the start of the contract period will be within six (06) months from the date of LOI/LOA.

NAME OF WORK

TIME OF STORAGE

STORAGE AND TERMINALLING SERVICES FOR BUTENE-1 AT ANY SEA PORT IN INDIA FOR BRAHMAPUTRA PETROCHEMICAL COMPLEX.	24 (TWENTY FOUR MONTHS)
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NOTES:

- a) The time of Storage shall be reckoned from the date as intimated by the Engineer-in-Charge, BCPL/Surveyor after certification for readiness of Bidder's facility in all respect.
- b) The time period can be extended for further 06 months on same rates and same terms & condition depending on the performance of the bidder.
- c) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge of BCPL/Surveyor.
- d) ~~The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge of BCPL/Surveyor.~~
- e) **Mobilisation Period:** Successful bidder shall be required to mobilize storage tanks with all necessary permits as per the instructions of Engineer-in-Charge. Upon readiness of all Storage and Terminal facilities in all respect, Bidder shall issue a written notice (Notice of Readiness (NOR)) to BCPL informing readiness of Bidder's facility to receive the Product of BCPL along with availability of all incidental Services mentioned herein.

(STAMP & SIGNATURE OF
BIDDER)



ANNEXURE-II

TO

SPECIAL CONDITIONS OF CONTRACT

SCOPE OF SUPPLY BY CONTRACTOR

All materials/ tools & tackles and equipments required for Storage, Terminalling, Handling of Butene-1 from designated up to port to loading into trucks employed by BCPL complete in all respects shall be supplied/ arranged by contractor within his quoted rates/ price.

**(STAMP & SIGNATURE OF
BIDDER)**



ANNEXURE-III
TO
SPECIAL CONDITIONS OF CONTRACT

DETAILED SCOPE OF WORK

The scope of work includes obtaining all necessary clearances and Storage including Terminal Handling facilities for Butene-1:

BCPL is in the process of importing 15,600 MT of Butene-1 for its annual requirement at its petrochemical project at Lepetkata, Dibrugarh (Assam), India. BCPL requires the services of a reputed bidder for Storage including Terminal Handling facilities for Butene-1 at a sea port in India. The facilities/services to be provided includes safe discharge into terminal storage spheres, storage therein and delivery into tank trucks arranged by BCPL and would also include (but not restricted to) the under mentioned activities:

1.0 Storage and Terminal services

1.1 Storage Facility:

It is understood by the parties that the storage and other allied facilities provided at the Terminal shall meet BCPL's qualitative and safety requirement for handling of the Products in line with past practices.

1.2 Broad Description of Terminal Services to be Provided by the successful Bidder:

- a) To coordinate with the Surveyor as mentioned at clause no 9.0 of SCC /SOW, to carry out safety checks of the vessels as required by port authorities and to ensure prompt drawing of sample from the ship containing imported Butene-1. Testing of Butene-1 is not in scope of the bidder, however sampling will be carried out in coordination with successful bidder and owner's representatives from the cargo vessel prior to unloading and the off shore storage tanks after unloading of the Butene-1 cargo.
- b) To store Custom Bonded Butene-1 brought in tanker in the name of BCPL, or by any other tanker nominated by BCPL. The successful Bidder is to comply with customs formalities required in this regard.

BCPL will provide the necessary guarantee for any customs bonding that may be required.



- c) The Successful Bidders shall arrange for maintenance of accounts for the Custom Duty, custom clearances before unloading and IGM filing etc, as required and as per the advice of BCPL. Necessary power of attorney shall be given to the successful bidders for handling these works. However custom duty shall be directly paid by BCPL.
- d) To provide all facilities/ services for safe discharge of Butene-1 from the ship arranged by BCPL or nominated by BCPL and positioned at the port jetty at the Harbour/Outer Harbour to successful bidder's terminal storage Sphere and physically supervise such discharge activities, by coordinating with Harbour / other companies/ agencies providing unloading arm/connectivity.
- e) To assess the quantity of Butene-1 discharged. It is clarified that quantity received in the tanks (spheres)/Shore out Turn be finalized by tank dips jointly by the successful bidder and Nominated Surveyor. The successful bidder will be responsible to redeliver the quantity so determined to BCPL after being allowed permissible operational loss.

Stock reconciliation for the purpose of computing handling loss shall be done on Sphere empty to empty basis.
- f) To store the Butene-1 discharged from the ship in the storage spheres.
- g) To allows BCPL's employees and/or representatives to inspect the operations of the aforesaid activities.
- h) To prepare all related documentation as may be required by BCPL and/or any other statutory/regulatory authority for carrying out the aforesaid activities. This includes all documentation to be maintained as per BCPL's requirement/ to be submitted to Customs/Excise department. All relevant data pertaining to BCPL to be provided by BCPL.
- i) To keep, during the currency of this contract, all the Government/ statutory approval valid and in force which may be required from time to time.
- j) To load the Butene-1 in BCPL arranged trucks. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 tank truck shall be on BCPL account.
- k) All other activities which are incidental to the aforesaid activities from time to time.

The services to be provided by successful bidder under this contract shall be available during the Terminal's operating hours and days (round the clock of vessel unloading), and, in general



shift for delivery by road: during 0830 hrs to 1730 hrs on Mondays to Saturdays, excluding declared holidays for the Terminal unless the volumes/ workload necessitates extended hours of working or operation of second shift for the tank truck loading operation.

2.0 Quantity of Butene-1 to be handled:

Estimated Quantity of Butene-1 to be handled: 31,200 MT in 2 years.

3.0 Parcel size:

Parcel size: As received as per standard practice. It can vary based on operational needs of BCPL.

4.0 Receiving Port:

Imported Butene-1 will be received at a Port of India based on the Storage including Terminal handling facilities offered by the successful bidder.

It is clarified that testing of Butene-1 is not in scope of the bidder, however, sampling will be carried out in coordination with successful bidder and owner's representatives from the cargo vessel prior to unloading and the off shore storage tanks after unloading of the Butene-1 cargo.

CONDITION OF BUTENE-1 ON ARRIVAL

BCPL shall furnish to the successful bidder with a clear and accurate written description of Butene-1 for ship delivery in accordance with the specifications provided. The bidder is not obliged to accept or retain in storage BCPL's Butene-1 if as per the test result they do not correspond with their description and particulars so furnished.

The bidder shall immediately upon detection of any damage or defective condition of such means, materials or containers which is apparent at the time of delivery, notify BCPL/ BCPL's authorized representative regarding the same, giving a full and complete description as possible regarding the damage/ defective condition.

If BCPL's Butene-1 arrives in a damaged or defective condition including contamination or off-specification or the bidder has reason to suspect such condition, the bidder is entitled to do all things necessary to safeguard its interests or that of BCPL at the latter's risk and expense including arranging for a third party involvement (with the owner's consent) to be made as evidence of the status of Butene-1. When such an event occurs, the successful bidder, shall notify BCPL without unreasonable delay.

The successful bidder shall take over control of Butene-1 so imported, from the Ship onwards on the tanker receipt line at a designated port outer harbour. The Product diversion to the bidder commences at this point.



5.0 Customs /Port Clearances:

The activities regarding customs clearances of the cargo at Port is to be organized. Appropriate documents required from BCPL as consignee and importer of cargo shall be submitted before import of Butene-1 for filing and submission to customs and port authorities. Import Duty shall be paid by BCPL as importer and consignee for which the necessary administrative support is to be provided to BCPL.

6.0 Unloading of Butene-1 from ship and Store in onshore Sphere after Due Clarification from surveyor.

Imported Butene-1 is to be unloaded from ship and stored in a storage Sphere located near the port of required capacity keeping in view all the Safety & other statutory requirements.

The dedicated unloading line from ship to storage Sphere is to be properly flushed, cleaned, bone dry and should be free from any foreign material in order to maintain the stringent specifications of Butene-1. The onshore dedicated storage Sphere should be properly cleaned, mopped and dried before receipt of Butene-1 and is to be kept for Butene-1 service till entire handling operation. Spheres earlier used for Butene-1 service will be preferred. Use of dedicated multiple Spheres with smaller sizes is also permitted. The readiness of the entire unloading system along with the storage facilities will be certified by BCPL / BCPL authorized agency.

The standard procedure for cleaning of Newly Manufactured Sphere / or any used Sphere is furnished below.

- Degassing of spheres to remove any hydrocarbon vapour inside (for used Sphere).
- Filling of water & clean the sphere through water displacement method.
- Draining of water
- Opening of Sphere manhole
- Inspection & manual cleaning from inside.
- Boxed up of manhole
- Purged by nitrogen till the dew point of sphere is reached below -70 degree C and Oxygen less than 100 ppm.

Procedure for purging with nitrogen shall be furnished by the Bidder for BCPL's review/approval. Nitrogen gas will be then replaced with Butene-1 vapors at the time of first filling at port.

Before unloading operation, the Butene-1 material from the ship will be sampled by BCPL authorized agency.

Complete decanting of cargo from vessel to nominated storage Sphere is to be ensured as per Bill of Lading/ Shipping documents. Checking for actual weight of the Butene-1 after unloading



from vessel into onshore Sphere as per the agreed procedure as finalized by BCPL and the surveyor.

Physical properties of Butene-1:

It is extremely flammable; Contact with liquid causes frost-bite. Vapors may cause Narcotic effects. Vapors can form explosive mixtures with air.

Form/Colour/Odour	Liquefied Gas/Colourless /Olefin
Melting Point	(-)185 C
Boiling Point	(-) 6.1 C (1013HPa)
Flash Point	<(-) 40 C, Method : DIN51794
Ignition temperature	384 C; Method: DIN 51794
Auto flammability	384 C, Method : DIN 51794
Lower Explosion limit	1.7% V
Upper Explosion limit	10% V
Vapor pressure	2545 hPa/2.6 Kgf per sq cm/37 psi (200 C)
Density-liquid	0.59 g/cubic centimeter.
Water Solubility	0.5 g/l (200 C)
Viscosity	Not applicable
Molecular Weight	56.11 g/mol

7.0 Loading of Butene-1 into BCPL arranged Tank Truck (TT):

Transportation of Butene-1 from shore storage facility of bidder at Port to BCPL site, Lepetkata, Dibrugarh (Assam) shall be through Tank Truck / Road Tanker. The Butene-1 is to be loaded in to Tank Truck / Road Tanker (of about 18 MT/ 20 MT capacity) arranged by BCPL. The successful bidder should have adequate facilities to load 5 to 6 Tank Truck / Road Tanker of capacity 18 MT/ 20 MT per day in the general shift timings. The quantity of Butene-1 required to replace the nitrogen gas at the time of filling of Butene-1 Tank Truck / Road Tanker shall be on BCPL account.

8.0 Quality Control (After Due Clarification from Surveyor)

In view of stringent quality specification of Butene-1, following are to be ensured by Nominated Surveyor.



- Butene-1 sample taken from the ship by BCPL authorized agency/contractor/Bidder (Pre-discharge tests), sealed Butene-1 sample bomb as brought from load port.
- Facilitate BCPL authorized agency to collect the composite sample from the shore tanks after completion of the unloading operation, if necessary.
- Maintain retention of Butene-1 samples from ships, shore tanks.

Quality Specification of Butene-1:

Specification of Butene-1 is furnished below: Specification of Butene - 1	
Component	Quality
Butene - 1	99% wt min
Other Butenes	0.9% wt max
Butanes	
1,3 Butadiene + Propadiene	200 ppm v max
1,2 Butadiene	5 ppm v max
Total Acetylenes	10 ppm v max
Carbon Monoxide	5 ppm max
Carbon Dioxide	10 ppm max
Oxygen	1 ppm v max
Total Combined Sulphur (as S and H ₂ S)	1 ppm v max
Water	20 ppm max
Carbonyls (as C=O)	5 ppm wt max
Chloride	1 ppm wt max
Alcohol (as Methanol)	10 ppm wt max
MTBE (Ether as DME)	2 ppm v max
Peroxides	0.5 ppm wt max
C5 and Heavier (C6 olefins)	50 ppm wt max



**ANNEXURE-IV
TO
SPECIAL CONDITIONS OF CONTRACT**

Measurement of works

1.0 General

- 1.1 The mode of measurement shall be as per BIS or any other relevant standard unless otherwise mentioned in the Bid Document.
- 1.2 Payment will be made on the basis of joint measurement taken by Contractor and certified by Engineer-in-Charge. Measurement shall be based on “Accepted Reconciliation Statement”.

**(STAMP & SIGNATURE OF
BIDDER)**

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HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.
- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.



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

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

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भाग – VI
SECTION – VI

दर अनुसूची)एसओआर(
SCHEDULE OF RATES (SOR)

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



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

DESCRIPTION: HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF 31200 MT BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL – LEPETKATA FOR A PERIOD OF TWO YEARS

Sl. No.	Description of items	UoM	QTY IN MT	Unit Rate [inclusive of all taxes & duties and exclusive of GST] (in Rs.)	Total Amount [inclusive of all taxes & duties and exclusive of GST] (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6) = 5 x 4
1	PRODUCT RECEIPT AND STORAGE: Providing all Logistic Services at the unloading Port for handling Butene-1 (imported), unloading the same from the ship/s to the dedicated shore storage facility in all respects including reconciliation of quantity thereof, Custom/Port/Allied Clearances, Sampling services of product, ensuring the Quality & Quantity of the product through nominated Surveyor of Owner obtaining all statutory clearances and all other associated activities such as pigging of dock line & Nitrogen Purging etc. and any other activities as detailed in the Scope of Work.	MT	31,200	DNQ(do not quote)	DNQ(do not quote)
2	FIXED MONTHLY CHARGES FOR STORAGE FACILITY (For minimum 3800 MT) Providing Shore Storage facility for Butene-1 including cleaning the storage facility and making them ready / good for storage of Butene-1, sampling and reconciliation of quantity thereof and all other associated activities such as Nitrogen, Purging, sphere cleaning, if required etc. all complete as detailed in the Scope of Work.	Month	24	DNQ(do not quote)	DNQ(do not quote)
3	LOADING OF BUTENE-1 IN TANKER TRUCK (TT): Providing the logistic services for handling of Butene-1, loading the same into Tank Truck/ Road Tankers	MT	31,200		



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

	arranged by Owner from the shore facility, all complete including ensuring the quality & quantity of the product through nominated Surveyor of Owner and all other associated activities thereon such as pigging of line & Nitrogen Purging, if required etc.			DNQ(do not quote)	DNQ(do not quote)
A	Total Amount inclusive of all taxes & duties and exclusive of GST (in Rs.)	A = 1 + 2 + 3			
B	GST: Bidder to Compulsorily Quote the percentage of applicable GST (INR) (i.e. % on A)	%	A	Rate____%	
C	Total Amount inclusive of all taxes & duties and exclusive of GST (in Rs.)	C = A + B			
Signature of Authorized Representative:					
Name of authorized person submitting the tender on behalf of the Bidder (s):					
Designation of authorized person:					
Name of Firm / Contractor/Owner:					
Address of Firm / Contractor/Owner:					
Date:					
NOTE :					
1. BIDDER ARE ADVISED TO INDICATE THE PERCENTAGE GST AS APPLICABLE.					
2. Bidder to quote for each SOR item.					
3. The above activities shall include all other related activities as mutually agreed and would also include (but not restricted to) mentioned activities at detail scope of work & storage facility requirement.					



PART - II - PRICED BID

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



CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD, POWER OF ATTORNEY AND VALID MSE CERTIFICATE [IF APPLICABLE FOR EMD EXEMPTION]" – As per ITB 11.1.1, 5 & 16

DO NOT OPEN

SUB: HIRING OF SERVICES FOR INTERMEDIATE STORAGE OF BUTENE – 1 (IMPORTED) INCLUDING TERMINAL FACILITIES AT PORT FOR BCPL - LEPETKATA FOR A PERIOD OF TWO (02) YEARS

E-TENDER NO.: BCPL/C&P/LE18W242MK/01043

BID SUBMISSION DUE DATE &

TIME ON E-TENDER PORTAL

: **01.05.2019 at 1430 Hrs**

ENVELOPE -1 SUBMISSION DUE DATE

: **BETWEEN 01.05.2019 – 08.05.2019**

TO

CONTRACTS & PROCUREMENT DEPT.

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

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD, POWER OF ATTORNEY AND VALID
MSE CERTIFICATE [IF APPLICABLE FOR EMD EXEMPTION]**