



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

DATED: 16.05.2017

TENDER DOCUMENT FOR SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN.

Tender Submission Date & Time	:	06.06.2017 at 14:30 Hrs
Tender Opening Date & Time	:	06.06.2017 at 15:00 Hrs
Pre-bid time	:	31.05.2017 at 15:00 Hrs

EMD Amount	:	Not Applicable
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SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

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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, 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.

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

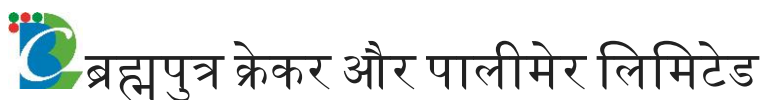
Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for **SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN** as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/C&P/SER/LE17W008MB/00367
1.2.3	Bid documents available on Website & BCPL office	Not Applicable
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.4	Pre-Bid Meeting	31/05/2017 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	06/06/2017 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un-priced bid at BCPL, Lepetkata	06/06/2017 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.7	Place of submission of bid	CONTRACT & PROCUREMENT DEPART. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. -LEPETKATA LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Not Applicable in this tender
	Tender Fees (non-refundable)	Not Applicable in this tender
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and

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		PSU/Govt. Departments.
1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, BARBARUAH DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Manosh J. Borah, SO (C&P) E-mail: manosh.borah@bcplindia.co.in ; Ph. No. +91-373-2914609/35

The bid will be submitted in 02 (two) parts as follows:

PART -I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate along with the following documents.

i) Power of Attorney.

UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

2) EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 4 of RFQ of Tender Document]

It should contain only the "EMD/BG" and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the un-priced bid.

Part -II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender.

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.

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Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

3) BIDDER'S ELIGIBILITY CRITERIA:

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

1.1.1 Bidder must have **executed** at least one (01) single work order / contract of 'similar nature' in any reputed Refineries/ Petrochemicals/ Gas Processing units/ Fertilizers/ Natural Gas Compressor stations / Steel plants or Power Plants (Gas based/ Coal Based/ Naphtha Based) having value not less than **Rs. 2.84 lakhs** in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

'Executed' means fully executed and completed.

'Similar nature' means Supply, Installation, Testing & Commissioning (SITC) of Cathodic Protection (TCPIPCP) system for Pipelines or Monitoring/Maintenance of Cathodic Protection (CP) system of Pipelines or carrying DCVG Survey for pipelines.

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

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

Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ self-attested]
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against execution of order	a) Bidder must submit the Copy of Work Order/LOA for the work which has been executed towards "Supply, Installation, Testing & Commissioning (SITC) of Cathodic Protection (TCPIPCP) system for Pipelines or Monitoring/Maintenance of Cathodic Protection (CP) system of Pipelines or carrying DCVG Survey for pipelines along with the details of SOR items & scope of work in any Refineries/ Petrochemicals/ Gas Processing units/ Fertilizers/ Natural Gas Compressor stations / Steel plants or Power Plants (Gas based/ Coal Based/ Naphtha Based)" along with the details of SOR items & scope of work.



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Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ self-attested]
			b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point "a" above. The Completion Certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion certificate should have been issued by the by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).
	1.2	Financial Experience Criteria- Document NOT APPLICABLE	

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

- (i) In case the bidder is executing a rate / maintenance contract which is still running and the contract value / quantity executed for above said works(s) till one day prior to the due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by the end use /owner.
- (ii) 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.
- (iii) However, bids of Joint Venture/ Consortium and Sub-Contractor are not acceptable.

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- (iv) *For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.*
- (v) *The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.*

2.0. Methodology for Evaluation of Bids:

- 2.1 *Bid of techno-commercially acceptable bidder will be evaluated on Overall L1 basis and will be considered for award. For the purpose of evaluation of bid and arriving at the L1 bidder, total evaluated price inclusive of service tax as quoted by the bidder shall be considered.*
- 2.2 *Bidder not meeting any of the above mentioned criteria shall be rejected without assigning any reason whatsoever.*
- 2.3 *In case of tie between bidders and in combination of Lowest Cost basis to BCPL, job shall be awarded to the bidder having higher turnover in FY 2016-17.*
- 2.4 **CPBG: The following CPBG clause shall be incorporated in tender document,**
- *The contract performance security shall be 7.5% of Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period . For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.*
 - **2.10 PPP Policy 2012**
Considering the nature of job, splitting of quantities of any single 'PART' will not be possible in this case and hence the clause for award of 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value of that particular 'PART' subject to matching of L1 price.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of sales tax registration certificate**

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- Attested copy of service tax registration certificate
- Attested copy of PAN Card.
- Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part-A.
- Attested copies of all the relevant documents in support of SSI, MSE unit.

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Not Applicable in this tender.

5) PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- 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 L-1 price in a situation where L-1 price is from someone other than a micro 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 MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - 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.
 - If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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.

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

- 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

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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.

d) Implementation of above provision is at the discretion of BCPL.

6) PRE-BID MEETING:

- The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- The bidder is requested to submit their queries /clarifications in the **Format F7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

7) PERIOD OF CONTRACT

REFER SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

8) VALIDITY PERIOD OF OFFER:

Refer clause no 15 of Instruction to Bidders (ITB) **SECTION IIA** of tender document.

9) **VAT / CST No.:** Please provide VAT/CST no.

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Tender Fee:** NIL
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.

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- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) TERMS OF PAYMENT:

Please refer Clause No 6 of Special Condition of Contract (Part –B) of SECTION-III.

12) PRICE REDUCTION SCHEDULE: As per GCC.

13) FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

14) JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

15) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

16) FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically

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specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

17) REJECTION CRITERIA:

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD- Not applicable
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
- ii) Instruction to Bidders
- iii) Special conditions of contracts (Part B)
- iv) Special conditions of contracts (Part A)
- v) General conditions of contracts

- 19) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender

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conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

Central Ware House Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata,

District – Dibrugarh, Assam, India PIN – 786006

Tel-0373-2914611/609

If you require any further information, feel free to contact us.

Yours faithfully,

For Brahmaputra Cracker and Polymer Limited,

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Manosh J. Borah

Sr. Officer (Contracts & Procurement)

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

Ph no: 0373-2914609-635

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SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/C&P/SER/LE16W008MB/00367

SUB: TENDER DOCUMENT FOR “CARRYING OUT OF DCVG SURVEY FOR 18” DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on **06.06.2017**

Date and time for opening of bids: 15.00 hrs (IST) on **06.06.2017**

From:

To:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part -I, Part-II)

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

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SECTION-II

INSTRUCTION TO BIDDERS [ITB]

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

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



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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 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.3 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 This invitation for bid is open to any bidder.

2.2 A bidder shall not be affiliated with a firm or entity

(i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.

2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.

2.4 The bidder is not put on holiday by BCPL, GAIL or black listed by any Government Department /Public Sector.

3. BID EVALUATION CRITERIA

Please refer clause 3.0 of RFQ.

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

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

5.2 **TENDER FEE- NOT APPLICABLE FOR THIS TENDER**

- 6 **SITE VISIT-** 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 construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

The Employer may conduct a Site visit concurrently with the pre-bid meeting.

[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	:	Instructions to Bidders [ITB] and Forms & Format Annexure
Section-III	:	General Conditions of Contract [GCC]
Section-IV	:	Technical Specification [TS]
Section-V	:	Schedule of Rate [SOR]

*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.

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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 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 communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 Bids are invited under the Manual Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:
- 11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
 - (b) 'Bidder's General Information', as per 'Form F-1'.
 - (c) 'Bid Form', as per 'Form F-2'

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- (d) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'No Deviation Confirmation', as per 'Form F-4'
- (g) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-6'
- (h) 'Agreed Terms and Conditions', as per 'Form F-8'
- (i) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-9'
- (j) Undertaking on the Letter head, as per the Form F-12.
- (k) 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.
- (l) Any other information/details required as per Bidding Document
- (m) All forms and Formats including Annexures.
- (n) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (o) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

- i. The Prices are to be submitted strictly as per the Schedule of Rate 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

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bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 SERVICE TAX

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable
- 13.2 Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non leviable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:
 - (a) Name, Address & Registration No. of such Person/Contractor
 - (b) Name & Address of the Person/Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) Service Tax Amount, if any.

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

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

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

a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.

b) The base date for the purpose of applying statutory variation shall be the bid closing date.

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-Not Applicable**

17 **PRE-BID MEETING-**

The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

The bidder is requested to submit their queries /clarifications in the Format F16 of SECTION II of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the Pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.

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- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting will be communicated to vendors. 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 non-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 **ZERO DEVIATION AND REJECTION CRITERIA**

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

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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

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

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

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

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- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The bid bond of such bidders shall be returned along with the unopened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 24 MODIFICATION AND WITHDRAWAL OF BIDS
- 24.1 Modification and withdrawal of bids shall be as follows:-
- 24.1.1 FOR MANUAL BIDDING
- The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/substitution/ withdrawal in received by BCPL prior to the deadline for submission of bid.
- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder’s forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.
- 25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

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[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;

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- (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.

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-
- 31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
- 32 EVALUATION AND COMPARISON OF BIDS
Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvat credit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.
- 33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER
- 34 PURCHASE PREFERENCE
Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

- 35 AWARD
Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
- 36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT
- 36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]"/ "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]"/"Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"
- 37 SIGNING OF AGREEMENT
- 37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of

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Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

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

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

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

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

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

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

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

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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

Issue of tender document to MSEs free of cost.

Exemption to MSEs from payment of EMD/Bid Security.

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

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

In case tendered item is non-splittable 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.

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

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

In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit

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.

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

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

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

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

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

41 AHR ITEMS- NOT APPLICABLE FOR THIS TENDER

42 VENDOR PERFORMANCE EVALUATION

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good

Good

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Fair

Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on “HOLIDAY” for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/ eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

Vendor Rating Procedure - Instructions for allocation of marks

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
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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 & safety of the - Low severe nature	Failure of severe nature - Moderate nature 10-25 marks	0 Marks 5 Marks system.
iii. Number of deviation	1. No. deviation 2. No. of deviation < 2 3. No. of deviation > 2	5 marks 2 marks 0 marks

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1.3 RELIABILITY OF PERFORMANCE

20 Marks

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to 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

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SECTION-IIB FORMS AND FORMATS

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
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TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SUB: SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN

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	

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(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.)</i>
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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BID FORM

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SUB: SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "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:

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

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LETTER OF AUTHORITY

F3

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

Ref: No.

Date:

To,
Brahmaputra Cracker & Polymer Ltd.
"Central Warehouse Building",
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

Dear Sir,

We -----hereby authorize following representative(s)
to attend un-priced bid opening and price bid opening and for any other correspondence and
communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized
representatives.

Place:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a
person competent and having the power of attorney to bind the bidder. Not more than two
persons are permitted to attend techno-commercial un-priced and price bid opening.

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

**SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO
LEPETKATA AND LEPETKATA TO DULIAJAN**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

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NO DEVIATION" CONFIRMATION

F4

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SUB: SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN

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:

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

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

To,

F5

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

**SUB: SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN
PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN**

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:

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

**SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO
LEPETKATA AND LEPETKATA TO DULIAJAN**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

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To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SUB: SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN

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 there under. 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:

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date:

(Signature of authorized officer of bank)

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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BIDDER'S QUERIES FOR PRE BID MEETING

To,
HOD (C&P)
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 291461

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

NOTE: The Queries may be sent by e-mail to manosh.borah@bcplindia.co.in; before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

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PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-10

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT **(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

To:

Brahmaputra Cracker & Polymer Ltd.

"Main Fire Station Building", NH-37, P.O. Lepetkata,

Dibrugarh, Assam, PIN - 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh - 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & 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 and agree with you that if default shall be made by M/s ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
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 your 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 -----which under law relating to the sureties would but for provision have the effect of releasing us.
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.
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 save said but shall in all respects and for all purpose 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-----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.

TENDER NO: BCPL/C&P/SER/LE17W008MB/00367

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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

_____ Bank

By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.



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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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DECLARATION

To

Brahmaputra Cracker & Polymer Ltd.

"Administrative Building", NH-37, P.O. Lepetkata,

Dibrugarh, Assam, PIN - 786006

Dear Sir,

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

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking / Government Organization / GAIL (India) Limited/BCPL etc.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-12

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"CENTRAL WAREHOUSE BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914611 / 2914609

SUBJECT:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

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

- (i) Postal Address : _____

(ii) Telephone Number : _____
(iii) Telefax Number : _____
(iv) Contact Person : _____
(v) E-mail Address : _____

B) Details of Contact person:

- (i) Postal Address : _____

(ii) Telephone Number : _____
(iii) Fax Number : _____
(iv) Contact Parson : _____
(v) E-mail Address : _____

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

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F 13

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address) -----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BCPL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used. AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. and
3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the

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EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written. Signed and Delivered for and on Signed and Delivered for and on behalf of EMPLOYER.
on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1 . _____

2. _____

2. _____



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BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder Ms.

Offer Ref.

This Questionnaire duly filled in should be returned along with Un-priced Bid.

Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1	It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2	Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3	Confirm that the offer shall remain valid for acceptance up to 4 (Four) months from Final Bid Due Date /Date of Opening of Bids	
4	Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5	Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6	Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7	Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8	Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a Bid Security No. & Date	
	b Value & validity	
	c Name & address of Bank Issuing Bid Security	
9	Provide PAN number.	
10	Provide Service Tax Registration number.	
11	Provide Sales Tax (VAT / CST) Registration number.	
12	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
13	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
14	Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
15	Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period	

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		& time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
16		Confirmed that all terms and conditions of the tender are acceptable in totality	
17		Confirm that the prices are quoted as per clause 13.0 of ITB.	
18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
22		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
23		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
24		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
25		SOR has been signed & filled up as quoted exactly in the same format of RFQ	
26		All items of each SOR has been quoted	
27		Confirmation of compliance for Period of Contract: Period of contract shall be 6 months (six) from the date of commencement of job. BCPL reserves the right to extend the Period of contract at the same prices, terms and conditions at its sole discretion.	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVERRIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _

Name-----

Designation _

Tel No. _____

E-mail -----

Fax No-. -----

Office St-am-p -----_

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ANNEXURE-I

CHECK LIST FOR THE DOCUMENTS AS PER BEC TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
2	Have you enclosed No deviation form, duly filled signed & stamped.			
3	Have you enclosed complete tender duly signed & stamped.			
4	Have you enclosed Copy of PAN card			
5	Do you confirm that you will submit the cenvatable invoice if you get order.			
6	Have you submitted Corrigendum /Pre-bid queries			
7	Have you enclosed Bidders General Information (F-1)			
8	Have you submitted F-14 (Agreed terms & condition)			

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SECTION III

SPECIAL CONDITIONS OF CONTRACT [SCC]: PART-A

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SUB: SERVICES FOR CARRYING OUT OF DCVG SURVEY FOR 18" DIA TWIN PIPELINE FROM DULIAJAN TO LEPETKATA AND LEPETKATA TO DULIAJAN.

1.0 GENERAL:

1.1 *The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*

1.2 *Where any portion of the "General Condition of Contract" is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the "General Conditions of Contract" and shall to the extent of such repugnancy, or variations, prevail.*

1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*

1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

Refer SCC-Part B of SECTION III

3.0 SCOPE OF WORK:

The Scope of Work shall be as per Special Conditions of Contract (SCC) Part-B.

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract (SCC) Part-B.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

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5.0 TERMS OF PAYMENT:

The Scope of Work shall be as per Special Conditions of Contract (SCC) **Part-B of SECTION III.**

6.0 EARNEST MONEY:

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of "**M/s. Brahmaputra Cracker & Polymer Limited**" payable at DIBRUGARH, ASSAM.

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(5) FIVE MONTHS** from the date of opening of tender.

BCPL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to BCPL directly by the BIDDERS.

7.0 INCOME TAX/SALES TAX/WORKS CONTRACT TAX:

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W. C. Tax at the rate applicable from time to time (presently 4%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

The Quoted rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Cess thereon shall be paid extra if applicable on submission of documentary evidence/invoice(s).

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Contract Value (7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the



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contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

9.4 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

As enumerated in Special Conditions of Contract / Scope of Work / Attached Drawing / Details / Schedule of Rates.

11.0 TESTS AND INSPECTION:

11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.

11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

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12.0 MEASUREMENT OF WORK:

12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per “SCC-Part B”

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

14.1 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 and

14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated 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:

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

b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.



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18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

20.0 SCHEDULE OF RATES:

20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.0 COMPENSATION FOR DELAY:

21.1 In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% per week or part thereof limited to 5% of the contract value.

21.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard.

22.0 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving 30 days notice without assigning any reason.

23.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager(C&P), BCPL, DIBRUGARH, ASSAM.

24.0 SUPERVISION OF WORK:

Contractor or his authorized representative shall be available at site all times, during the progress of the work.

25.0 CLEARANCE OF SITE:

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



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25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job.

27.0 NUISANCE: The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

29.0 CARE OF WORKS:

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.

30.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

31.0 ARBITRATION CLAUSE:

31.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either



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party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

31.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.

31.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

31.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

31.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

31.6 The venue of arbitration shall be Guwahati.

31.7 The award of the Arbitrator shall be final and binding on both the parties.

31.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

32.0 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

33.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:

33.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

33.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.



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33.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

33.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

34.1 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.

34.2 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.

34.3 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

35.0 SUB LETTING OF WORK:

No contractor shall sub let or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sub lets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub contractor jointly submits a joint written settlement to BCPL.

36.0 AFFIDAVIT:

The bidder shall submit an affidavit duly notarized to the effect "that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws.

37. Other Guidelines for adherence to various labour legislations towards the contract

- A) The Contractor shall have his own PF code no. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- E) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970,

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Minimum Wages Act, 1948, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 and other relevant Acts, Rules and Regulations enforced from time to time.

- F) The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- G) The Contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- H) The Contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- I) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.
- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS.

1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner/BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employee Compensation policy, insurance amount etc. to the person injured/ next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.
3. The Contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Contractor/contracting firm shall get examined his employees/workers through a Government Doctor before deployment.
4. No worker of Contractor/contracting firm and Contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The Contractor/contracting firm shall indemnify BCPL against all claims, demands actions, cost and charges etc. brought by any Court, Competent Authority/Statutory Authorities against any act or acts of the Contractor/contracting firm or his workers.
6. The Contractor should get the police verification done; of the character and antecedents of workers/manpower to be deployed in the BCPL premises, from the place of present residence/domicile. In case, any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
7. The persons to be deployed should be on rolls of the Contractor/contracting firm.

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8. The Contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The Contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the Contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
10. The Contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The Contractor shall be required to furnish proof/copies of forms/returns as per the check-list attached here to every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and the other forms/returns as required under various acts shall be required to be filed/maintained by the Contractor himself regularly.
12. The Contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.
14. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated the contractor shall indemnify BCPL for any action brought against him for violation, non compliance of any Act rules and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL.



SCC: PART -B

SPECIAL CONDITION OF CONTRACT/SCOPE OF WORK

CARRYING OUT DCVG SURVEY FOR 18" DIA. TWIN GAS PIPELINE FROM DULIAJAN TO LEPETKATA (RICH GAS) & LEPETKATA TO DULIAJAN (LEAN GAS)

1.0 INTRODUCTION:

- 1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract (GCC), Scope of Work, Specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these 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 condition 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 repugnance 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 In case of contradictions in the tender document, the following shall prevail in order of precedence.
 - i) Detailed Letter of Intent (LOI) along with enclosures
 - ii) Letter of Intent / Fax of Intent
 - iii) Schedule of Rates
 - iv) Special Conditions of Contract
 - v) Specifications / Specific requirements
 - vi) Drawings
 - vii) General Conditions of Contract
 - viii) NACE, ASME, ANSI and other codes

2.0 Scope of Work

The scope of work covered under this contract shall be as described in separate section – “Scope of Work” of the tender document.

3.0 Schedule of Rates

- 3.1 The Schedule of Rates (SOR) shall be read in conjunction with Scope of Work, Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Drawings and any Document forming part of the contract. The quantities shown against the various items are only approximate and subject to variations as per the stipulation made in General Conditions of Contract. The contracted rates shall include any variations in the quantities of work.



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- 3.2 All the works, item wise shall be measured upon as per site progress and shall be paid for at the contracted rates. In case any activity though specifically not covered in covered in Schedule of Rates description but the same is covered under Scope of work/specification/Drawings etc. no extra claim on this account shall be entertained , since SOR is to be read in conjunction with SCC, GCC, Technical specifications, drawings & any other documents forming part of the contract.
- 3.3 All items of work in the Schedule of Rates shall be carried out as per the Specifications and instructions of the Engineer-In-Charge and the rate so quoted in Schedule of Rates shall be inclusive of all materials, consumables, labour, supervision, tools and tackles, as well as preparation of sample(s), preparatory, incidental, intermediate / auxiliary / ancillary or enabling works etc. for carrying out the awarded work satisfactory.
- 3.4 Quantity of DCVG & BELL HOLE Survey shall be decided by EIC, based on the CAT & DCVG survey respectively

4.0 Abnormally High Rated items and Extra/Substituted items

In item rate section of the contract, where the tenderer's quoted rate of item exceed 50% of the owners estimated rates, such rates shall be considered as abnormally high rated items (AHR) and payments of AHR items beyond the stipulated quantity in Tender, shall be made at the least of the following rates:

- a) Rate as per the bill of quantities/Schedule of Rates (SOR)
- b) Market rate of the item which shall be derived by taking prevailing market rate of machine/ equipment, labour and material with 15% contractor's profit, overhead and other expenses.

The contractor shall execute any Extra/ Substituted item if required and as advised by the EIC. Rates of Extra Items, if required to be executed to complete the jobs, will be calculated based on prevailing market rates of machine/equipment, material and labour plus 15% to cover CONTRACTOR'S supervision, profit, overhead & other expenses including all taxes except applicable service tax.

5.0 Price Escalation

The contracted price shall be deemed to be firm and valid for the entire duration of the contract till the completion of work, and shall not be subject to any adjustment due to increase in prices of materials, utilities, or any other input for performance of work under the contract.

6.0 Mobilization Advance/ Advance payment

No Mobilization Advance or any advance payment shall be paid in this Contract.

7.0 Compensation for Delay or Non-Performance

- 7.1 In case of delay, unless such failure is due to Force Majeure as defined in Clause 26 of GCC or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a



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maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty.

7.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, **she/he** may at his discretion get the work done through other **agency(ies)** at the risk and cost of the contractor without prejudice to other rights available to owner under GCC clauses 29, 30, 78 and other terms and conditions of the contract.

7.3 The decision of the Engineer-in-charge will be final and binding onto the Vendor/Contractor in this regard.

8.0 Terms of Payment

8.1 Prior to raising the bill(s)/Invoice(s), Vendor/Contractor will ensure that the job is completed & requisite reports have been submitted.

8.2 100% payment will be paid against the completion of Job & Submission of report

8.3 The invoice shall contain the details as per Service Tax Rules. All other taxes against supply of material shall also be mentioned.

8.4 Payment shall be made through E-BANKING only.

9.0 Period of Contract:

Time for completion or Period of Contract of the tendered work is 01 (one) month from the date of issuance of LOI/LOA.

10.0 SURVEY VALIDATION

The contractor shall arrange for excavation for carrying out BELL HOLE SURVEY at random coating defect locations decided by BCPL, along each pipeline length to verify the survey results as per Engineer-in-charge's direction. If the results of the survey were found not matching with the actual pipe coating condition, at 80% of pipeline and re-verify the coating condition at no extra cost to BCPL.

11.0 Defect Liability Period

1. Considering the nature of work, the contractor shall guarantee for the work done for a period of THREE months from the date of completion of entire work in each REGION. Any damage or defect which may arise or lie undiscovered at the time of completion of work, related any way to the material supplied by the Vendor/contractor or in the workmanship, shall be rectified or replaced by the Vendor/Contractor free of cost.
2. Further, if the Vendor/contractor fails to rectify the work once brought to his notice within defect liability period, it will be got rectified by BCPL through any other agency at the sole risk and cost of the Vendor/Contractor.

12.0 Permissions and Statutory Approvals

1. The approval/ Permission from any authority including from Land owners, farmer etc required, as per requirement of work, statutory rules and regulations of Central/State



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government shall be the contractor's responsibility unless otherwise specified in the tender document.

2. Contractor shall be responsible for proper coordination with other agencies so that work can be carried out without any hindrance.
3. BCPL's WICs (WorkCentre in Charge of Maint base) / site in charge of the respective region(s) will co-ordinate with ONGCL, other Utility Owner(s), other Customer(s) for obtaining necessary permission to complete the survey work / DCVG and coating repair work in time in the common ROU pipeline network.

13.0 Arrangements with Land-owners, farmers etc.

Making necessary arrangements with land-owners, farmers for approaches, access upto the site for movement of equipment, manpower, tools- tackles etc. **and excavation, restoration of pits, bell-holes etc** are in the scope of the Vendor/Contractor.

Any damage done **knowingly or unknowingly by the vendor/contractor to the Pipeline** or its CP system etc. shall be made good by the Vendor/contractor without any cost and time implications to BCPL.

14.0 Deployment of Resources, i.e. Tools-tackles, equipment and material etc. for the awarded work

1. Vendor/contractor has to deploy all requisite resources including experienced and skilled manpower timely in sufficient quantities so that the awarded work can be executed simultaneously on different pipelines without affecting the progress as per site condition/BCPL's requirement. Transportation to worksite, boarding and lodging are in the scope of the Vendor/Contractor and offered rates are deemed to have included such consideration.
2. Vendor/Contractor is required to deploy sufficient resources for carrying out the Work at more than one / multiple locations as per site condition/BCPL's requirement.
3. The Vendor/Contractor shall be required to deploy GPS Sync current interrupters in sufficient quantities for the PLs having SA CP System.
4. Only calibrated equipment/instrument as applicable, shall be deployed for the work. Calibration certificates of the equipment / instruments shall be submitted before start of the work.
5. The Vendor/Contractor shall be required to install temporary Ground-bed and TRU/CPPSM/Rectifier for carrying out DCVG survey on the Pipeline(s) having **SA CP System/ Galvanic Anode based CP System**. The quoted rate by the Vendor/Contractor is deemed to have included necessary consideration towards such work.

15.0 TIME FOR START AND MOBILISATION

After award of work, BCPL shall give 07 day's period for initial mobilization which is inclusive in the overall time period. Contractor/ Agency shall ensure mobilization within the given time for smooth execution of job as specified by BCPL. In case of failure to mobilize within 15 days, BCPL reserves the right to summarily cancel the order under GCC clause 29.



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16.0 PAYING AUTHORITIES

HOD (F&A) BCPL, Lepetkata shall be the paying authority for this Contract.

17.0 GOVERNMENT OF INDIA NOT LIABLE

It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on his own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in his own behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER 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 contract. Accordingly, CONTRACTOR hereby expressly waives releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

18.0 COMPLIANCE WITH LAWS

The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act
- vi) Apprentices Act.
- vii) Workman's Compensation Act
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of coating plant.
- xi) BOCW Act.

OWNER shall not be responsible for any default by CONTRACTOR due to lack of information on the part of the CONTRACTOR.

19.0 LABOUR LAW RELATED CLAUSES OF TENDER

The following shall be read in conjunction with Section VIII (Labour Laws) of GCC.

- a) It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour legislations including the Labour



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license obtained as per the provisions of the contract Labour (Regulation & Abolition) Act, 1970.

- b) The contractor shall discharge obligations as provided under various applicable statutory enactments including the employees Provident Fund & Miscellaneous Provisions Act, 1952, the employees State Insurance (ESI) Act 1948, the contract labour (Regulation & Abolition Act, 1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the minimum wages Act, 1948, the payment of wages Act, 1936, The Bonus Act, the workmen's compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.
- c) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BCPL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees and employer's contribution. The contractor shall also be responsible to pay any administrative /inspection charges thereof wherever applicable in respect of the personnel employed by him for the work of BCPL.
- d) The contractor shall regularly submit all relevant records/documents to BCPL representative for verification.
- e) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc., arising out of the disputes relating to the dues and employment of personnel deployed by him.
- f) The contractor shall indemnify the company against all losses or damages, if any caused to it on account of acts of the personnel deployed by him.
- g) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- h) The Contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months. In case the RPFC's challan/receipt, as above, is not furnished, the Owner shall not accept the Contractor's bill. The bills shall be accepted on production of RPFC Challan/receipt for the period less one month covered by the related bill. However, for final bill, RPFC Challan/receipt for the entire contract period needs to be submitted.

20.0 ENTRY / GATE PASSES, WORK PERMITS & SAFETY REGULATIONS ENTRY PASSES

The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER. The photo entry passes shall be issued by OWNER for maximum period of three months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case temporary entry passes for a maximum period of seven days may be issued.

Non – utilized/Expired entry passes shall have to be submitted immediately to OWNER.

In case of loss of any entry pass, the CONTRACTOR has to lodge FIR with local police station and inform the ENGINEER-IN-CHARGE. CONTRACTOR is required to keep



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track of all entry passes issued and returned. Identity card issued by the security section should always be carried/ displayed by contractor's employee on person while working inside the plant/platform.

21.0 GATE PASSES

The Vendor/Contractor shall be allowed to bring-in / take out their tools-tackles, equipment, consumable required for carrying out the work related to the awarded work as per the Gate-passes/Challan issued by their own company and as per the procedure followed by BCPL, ONGCL/GAIL premises as applicable.

The Entry/ Exit of the material will be permitted only during the stipulated working hour only.

22.0 WORK PERMIT

Hot WORK permit are to be obtained for all the jobs which are capable of generating flame, spark, heat, etc, like

- (1) Gas cutting
- (2) Grinding
- (3) Welding
- (4) Use of any electrical /Diesel / Petrol / battery operated prime mover / M/c / tools equipment etc. like Generator set, Mixer M/c, Drilling M/c, pumps crane, fork lifter, hand lamp, truck, trailer, megger etc.
- (5) Chipping/Breaking of rocks/concrete.
- (6) Man entry to vessel /pipeline.
- (7) Erection of pipes! Structures / equipment
- (8) Hacksaw cutting and drilling.
- (9) Hot application coating/wrapping.
- (10) Post-weld heat treatment of equipment/piping.
- (11) Opening of hydrocarbon vessels, pipelines man entry into confined space like excavation pit, sumps etc.
- (12) Excavation of earth. (13) Radiography.

Cold WORK permits are to be obtained for the jobs which are not coming under the category of hot

WORK and where there is not risk of fire like:

- i) Transportation/ backfilling of ordinary soil in manual process.
- ii) Arrangement for making welding / hot WORK booth, setup for temporary power / water connection, shed for protecting Machines from rain etc.
- iii) Cold application of hot & cold insulating materials on pipes & equipment.
- iv) Hydro-testing.
- v) Shuttering, fixing of reinforcement, hand mix concreting, plastering, brickwork, etc.

According to the nature of WORK and use of various types of equipment & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least three days before the WORK is planned to start. No WORK permit shall be issued by the competent authority unless proper arrangement is made by the CONTRACTOR at site to ensure safe performance of WORK inside the plant/platform. Job-wise and area-wise



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permit shall be issued to the CONTRACTOR and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. The supervisor shall have sufficient experience in relevant field.

23.0 SAFETY REGULATIONS

(a) REGARDING WORK PERMIT

The WORK shall be carried out inside the plant/platform as per safety practices enforced by OWNER safety section and instruction of EIC issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implication. To obtain WORK permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc for safety reasons or non- issuance of WORK permit by I/C, Safety Section shall be considered.

The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/safety handbook is issued to the employee during the execution of WORK, failing which all the WORK at site will be suspended

24.0 VARIATIONS

The quantity mentioned in SOR is tentative and it may vary up to any extent. Unit rate quoted will be firm and final and no revision in price shall be applicable in case of such variation in quantity.

25.0 EXISTING SERVICES

Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof or otherwise occupy any part of the SITE in a manner likely to hinder the operation of such services. Should any damage be done by the CONTRACTOR to any mains, pipes cables or lines (whether above or below ground etc) whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in- Charge.

26.0 RESPONSIBILITY OF CONTRACTOR

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.



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Contractor shall be solely responsible for making available for executing the work, all requisite Construction Equipment, Special Aids, cranes, tools, tackles and testing equipment and appliances. Such construction equipment etc. shall be subject to examination by Owner and approval for the same being in first class operating condition. Any discrepancies pointed out by Owner shall be immediately got rectified, repaired or the equipment replaced altogether, by Contractor. Owner shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

Preparing approaches and working area for the movement and operation of the equipment, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labor etc. to provide suitable allowances in his quotation. The contractor may have to build temporary access roads to aid his own work which shall also be taken care while quoting for the work.

27.0 ADDITIONAL/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.

28.0 SITE CLEANING

The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

Working site should always be kept cleaned to the entire satisfactions of the Engineer-in-Charge. Before handing over any work to Owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-Charge.

29.0 INSURANCE

The contractor shall be required to obtain insurance policies with respect to following after the award of the work and submit the same to BCPL before start of the work at the site. These insurance shall be taken during the mobilization period:

- 1) ESI registration of workers / Workmen Compensation Insurance wherever ESI is not applicable
- 2) Contractors All Risk Insurance.

30.0 TECHNICAL EXAMINATION AND AUDIT

The Contractor herewith agrees that as a result of inspection of works and the bills of the Contractor (including all supporting vouchers, abstract etc.,) to be made after payment of the bills and as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to



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have been executed or any work is found not to have been executed in accordance with the contract, the Contractor shall be liable to refund the amount of over payment made. It shall be lawful for the Owner, as deems fit to recover such overpayments either from any payment due and / or become due to the Contractor or from the security deposit or retention money or through any further bills and / or final bill or in any other manner whatsoever not excluding through recourse to legal action.

It is an essential and agreed condition of the contract that any such action taken by the Owner shall be deemed to be fully legal and valid and binding on the Contractor.



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SCOPE OF WORK & TECHNICAL SPECIFICATION (ANNEXURE-IV)

For carrying out DCVG Survey for 18" Dia. Twin Gas Pipeline from Duliajan to Lepetkata (Rich Gas) & Lepetkata to Duliajan (Lean Gas)

1.0 Introduction:

- 1.1 BCPL has a state of the art Petrochemical Plant based on Natural Gas, C2 + cracking and Naphtha cracking at Lepetkata, District Dibrugarh, Assam.
- 1.2 For transporting Natural Gas from its GDU Unit at Duliajan, Dist.-Dibrugarh, Assam, BCPL has laid twin pipeline of 18" Dia X 48.6 KMS each from Duliajan to Lepetkata and Lepetkata to Duliajan.
- 1.3 The underground pipeline has been provided with Impressed Current Cathodic Protection system to protect the external surface of the complete pipeline.
- 1.4 BCPL intends to have the DCVG survey carried out on the 18" dia Lepetkata-Duliajan pipelines (LDPL) as per guidelines set in NACE/ PNGRB /OISD and subsequent identification of coating defects found as per the findings of the survey.
- 1.5 Main objective of DCVG/CAT survey is to:
 - a. Identify the pipeline sections where coating is good and bad.
 - b. Pinpoint and identify the coating defects in the pipeline sections where Coating is bad and needs repair.
 - c. Classify the defects as Anodic and Cathodic.
- 1.6 However, Vendor/Contractor in their own interest for better assessment of the work and before quoting for the work may visit sites at his own expenses. BCPL will assist prospective bidders during such visits to the various Pipeline installations.
- 1.7 The entire pipeline is in electrical continuity.

2.0 Scope of BCPL

- 2.1 The work as per tender /Contract documents is to be executed by the Vendor/ Contractor only.
- 2.2 BCPL's shall provide the details of Pipeline and CP system to the successful vendor/Contractor.
- 2.3 Land acquisition /procurement of CP station, ROU, etc. if any require for execution of the works is in the scope of BCPL.
- 2.4 Any permission/clearance/license/approval, etc. to be obtained from relevant public authorities/Ministry/Government department, if needed is in the scope of BCPL.

3.0 Scope of Vendor/Contractor for DCVG Survey

The general scope of the Vendor/Contractor for carrying out the awarded work is as under. The Vendor/Contractor shall make all out efforts to complete the work within the time schedule/period of completion. Procedures, methods and Guidelines of NACE SP0207 shall be followed for conducting the survey work.

- 3.1 Executing and completing the awarded work within the time schedule, as per tender specifications and procedures, Schedule of Rates.
- 3.2 The work is to be carried out on the entire route of pipeline(s) including all features and crossings etc. water bodies (canal, rivers, and ponds), roads, railways, other pipelines etc. in all kind of terrain and soil.
- 3.3 Deployment of all requisite resources including but not limited to experienced manpower for the carrying out the work, labour, tools-tackles, requisite equipment including special instruments, river-

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boats, portable interrupters with GPS sync facility, vehicles in good running condition, office equipment with licensed software(s), etc. in sufficient quantity such that the required work progress can be achieved .

- 3.4 Making Service units of such equipment, instrument, consumable which may affect the data collection during survey-work in field, available at site.
- 3.5 Submission of reports including DPR, Draft report(s), executive summary and Final Reports in SOFT and legible printouts
- 3.6 Arranging access, approaches to the MTSs/TLPs, pits, pipelines, excavated pits, etc. is in the scope of Vendor/Contractor. **Arranging permissions from land owners, farmers, other agencies and payment of crop-compensation/property compensation to them for damaged crops, use of land or other utilities etc., if any is in the scope of Vendor/Contractor.**
- 3.7 Restoration in all respect at site.
- 3.8 Making temporary arrangements including dewatering of water from surface and pits.
- 3.9 Making and providing necessary arrangements for inspection by BCPL's representative during work progress.

4.0 **Final Documents**

- 4.1 Final documents suitably spiral bound/Hard (minimum THREE Copies with ONE Original) shall be submitted. Soft copy of all the reports shall also be submitted in 2 CD/Pen-drive. A draft report shall be submitted before submission of Final report.
 - a) Consolidated report Pipeline-wise DCVG survey report including procedure there-of, data generated by data-logger in tabular and graphical form, recommendations and executive summary. Details of Survey equipment shall also be included in the report.
 - b) Defects identified.
 - c) Any other important information/observation the Vendor/Contractor may wish to include in the report.
- 4.2 The final submitted report shall consist of data generated by data LOGGER in tabular and graphical form (for PSPs, coating integrity etc.) and analysis report and recommendations by the contractor.

Sl no	Line Size	Description	Length in KM	Material	Coating	CP system
1	18 " Dia	Rich Gas from Duliajan to Lepetkata	48.6	API 5L GR X -70 & API 5L GR X-42	3 layer PE	IC
2	18 " Dia	Lean Gas from Lepetkata to Duliajan				

5.0 **Procedure for Carrying out DCVG Survey**

1.0 **General**

- 1.1 The procedure outlines the various steps for conducting DCVG survey (Direct Current Voltage Gradient) survey based on the findings of CIPL survey carried on the pipeline(s) for identifying the coating defects etc. DCVG survey shall be conducted to ascertain the exact location and size of all types of coating defects (MINOR, MODERATE, SEVERE) shall be identified.

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- 1.2 The main objective of DCVG survey is to:
- Pinpoint coating defect in pipeline sections where coating is bad
 - Identify accurate coating defect locations as MINOR, MODERATE and SEVERE for future coating repairs
 - Size the defects by standard method.
 - Classify defects as Anodic or Cathodic
- 1.3 The Manual Test Stations/ Test Lead Points are installed at an average span of 1 km on most of the Pipelines.
- 1.4 Vendor/ Contractor is required to develop and submit a detailed procedure before starting the survey work considering all site conditions and specifically for those PLs running parallel in common RoU.
- 1.5 The method and procedure of survey shall be mutually accepted by Vendor/Contractor and BCPL in line with Equipment manufacturer's operating instructions.

2.0 Typical Survey procedure

Set-up

- 2.1 The pipeline shall be located using Pipe locator and marked at ground level using suitable flags/ colored pegs/Temporary markers at an interval of 30 meter.
- 2.2 It will be ensured that the Insulating Joints/Insulating Flanges are not bonded to the other section(s) of pipeline which is not under-survey.
- 2.3 The DCVG system consists of a strap-on analogue ZERO Centre DC voltmeter (having least count of 1mV), connection cables and two probe-sticks with electrodes. The Voltmeter with adjustable input impedance shall be used for the survey.
- 2.4 For Pipelines having ICCP system
- 2.5 The ICCP system on the pipeline shall be turned OFF. Known DC current shall be impressed and interrupted on to a section of known length/between two consecutive MTSs/TLPs during the survey period.
- 2.6 For Pipelines having Sacrificial Anode CP System
- A temporary "C P Rectifier with anode ground bed" sufficient enough to provide the required minimum polarized potential of -850mV wrt CSE all along the pipeline under survey, shall be installed by the Vendor/Contractor. Sacrificial Anodes already connected to the pipeline shall be kept disconnected during the survey work. Such C P Rectifier(s) shall be provided with GPS Synchronized Current Interrupters.
- Alternatively:** The Vendor/Contractor shall identify all Sacrificial Anodes connected to the Pipeline for achieving desired polarized Protection level and portable GPS Synchronizable Current.
- Interrupters shall be connected in the series of every such Anode so that required ON-OFF cycle can be achieved.
- 2.7 The interrupters shall be synchronized to the interruption cycle "1sec ON - 3sec OFF" or "1 sec ON – 4 sec OFF" or "2sec ON - 3sec OFF"
Such that the ON period is less than OFF period.
- 2.8 Ensure that the battery of the data logger is fully charged, intact and can survive for the day. Data logger is functioning normal. Data logger shall have downloading facility and shall have sufficiently high sampling rate to pick up PSP-OFF in 1 second duration.

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- 2.9 Portable Reference Cell(s) attached to the sticks shall be checked, compared and calibrated with the available standard Reference Cell. Difference in values are recorded before the start of the survey on daily basis. If difference is more than 5mV, the Portable Reference Cells shall be replaced/treated to minimize the difference before proceeding the survey work.
- 2.10 All coating defects shall be marked with Temporary markers, their Latitude-Longitude shall be recorded and a drawing shall be submitted showing its distances, reference with nearby permanent structures, trees, poles etc.
- 2.11 Efforts shall be made for minimizing the IR drops during data collection to have more accurate values.

In field/ during survey

- 2.12 The survey method consists of measuring the “ON” and “OFF” potentials at all encountered test points, valves, and risers to determine the signal strength (i.e. difference between ON and OFF readings). The numerical potential difference is the signal strength.
- 2.13 The operator shall walk on the pipeline and flags with the data probe sticks in his hands. The Zero Centre High accuracy Voltmeter shall be suitably strapped around his neck and shoulders. The operator will use probe stick(s) like walking stick(s) making sure one electrode tip is in contact with the ground at all times. One probe is always kept near the pipeline centerline while the other is held laterally at 1 to 2 m.
- 2.14 Where there is no coating defect, the analog voltmeter needle does not register movement. When a coating defect is approached a noticeable swing can be observed on the voltmeter at the same rate as the interrupter switching cycle.
- 2.15 Details of Features, crossings, markers, roads, railways, installations and any other specific/special features etc. shall be noted and recorded with reference to the chainage and survey shall be continued for the day. (For measuring/recording the chainage handheld odometer can be used and distance can be entered manually in between to minimize the error in distance measured)
- 2.16 At the end of the day's work, the data so collected shall be transferred to the personal computer where it will be processed and reviewed for planning for the next day. A DPR shall be generated and shall be forwarded to the BCPL's EIC.
- 2.17 Values recorded/measured w.r.t. ASE or ZSE if any, shall be converted to those wrt CSE and shall be plotted accordingly. However, record of values recorded/measured wrt ASE, ZSE shall also be preserved.
- 2.18 Finally, graphs providing a profile of PSP (in volts)/ dB loss versus distance in km or meters shall be generated. These graphs shall be analyzed to report the extent to which the buried pipeline is Cathodically protected, interference locations, buried bonded crossings etc. and also for deciding if any span is to be re-surveyed. The Graph shall help to categorize and pin-point the defect where Coating repair shall be done as per procedure.
- 2.19 The CP system shall be normalized after completion of the survey.

6.0 Procedure for Carrying out Defect Verification

1.0 General

- 1.1 Based on the reports of DCVG survey all locations identified as SEVERE coating defect locations shall be verified.



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- 1.2 The drawings, sketches prepared and submitted by the Vendor/Contractor based on the DCVG survey shall be used for defect verification.
- 1.3 Other pipeline operators/facility owners shall be informed suitably by BCPL, if verification/excavation is to be carried out on the BCPL's pipeline running parallel in the common ROU or the area is within the premises of other than BCPL.
- 1.4 HSE Procedures (Health, Safety and Environment) of BCPL/ other Pipeline operators/ Facility owners shall be followed as per site condition.

2.0 Procedure

Defect Verification

- 2.1 In case the defect is not verified based on the data collected and drawings prepared during DCVG survey, the P/L stretch shall be resurveyed by the vendor/Contractor without any cost implication to BCPL. Probable reasons for the error, shall be analyzed before resurvey is taken-up.
- 2.2 Identified site will be accessed as per the drawings prepared and excavation shall be done to facilitate subsequent repair work. Dimensions of the excavated pit shall be measured for calculation purpose.
- 2.3 Excavated pit shall be:
 - i) protected from collapse during the work,
 - ii) Barricaded so that cattle and other animal do not fall and get trapped.
- 2.4 Soil removed from the pit/bell-hole shall be so stacked that it does not get mixed with the other debris. Top- level (30 to 50 cm) of fertile soil shall be stacked separately and after backfill shall be placed on the top only.
- 2.5 Care shall be exercised not to damage the nearby/underground utilities, cables, structure, MTSs/TLPs etc. If any damage is done, shall be repaired immediately.
- 2.6 Exposed pipeline shall be inspected carefully to check the size, location of the coating defect.
- 2.7 If defect is identified as per the drawings prepared, the same shall be photographed taking nearby area in the coverage. Multiple photographs can be taken as per site condition.



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SECTION V

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATLY)



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PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the above SOR and not to use any other format. Bidders are required to quote for all the SOR items and quantity. If any bidder does not quote for all items and quantities, their bid shall be considered incomplete and shall not be evaluated.
- 3 Item wise rates for SOR Items should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Service tax & education cess (if any) shall be paid extra at actual as per prevalent Govt. rules and evaluation of bid would be made accordingly.
- 5 Contractor shall indicate total cenvatable service tax amount payable under the contract in the format shown above. However, if the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.
- 6 In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g. "NIL", "Inclusive", "Kept as Blank", extra at actual etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.
- 7 In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be evaluated after loading of service tax at the rate applicable without any abatement at the time of bid opening instead of lower rate of service tax as quoted by the bidder.
8. While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e., either on actual service portion or deemed service portion.
9. Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
10. Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as per format in SOR
11. Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
12. The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.



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SECTION-VI
UNPRICED SOR
(BIDDER NEED TO MENTION 'QUOTED' IN UNPRICED SOR)

Sr. No.	Item description	Qty	UOM	Unit Rate (Rs.)	Total amount (Rs.)
1	DCVG Survey of 18" Dia Lean Gas Pipeline from Duliajan to Lepetkata	49	KM	Quote/ Unquote	Quote/ Unquote
2	DCVG Survey of 18" Dia Rich Gas Pipeline from Lepetkata to Duliajan	49	KM	Quote/ Unquote	Quote/ Unquote
3	Bell Hole Inspection for 3 Locations	3	EA	Quote/ Unquote	Quote/ Unquote
	Basic Total (Rs.)				Quote/ Unquote
	Service Tax @.....% (Rs.) for item with Sl. no. _____				Quote/ Unquote
	Grand Total (Rs.)				Quote/ Unquote

NB:

1. Service tax payable extra at actual on submission of documentary evidence. Present rate of service tax is 15%
2. SERVICE TAX should be quoted wherever applicable and should be clearly mentioned.
3. The quantity shown above is tentative only and the same is based on number of item to be submitted by BCPL.
4. Evaluation shall be done on overall techno-commercially acceptable lowest bid basis.

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SECTION-VII

PRICED SOR

**(BIDDER NEED TO QUOTE IN PRICED SOR
AND FURNISH IN SEPARATE ENVELOPE)**



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SECTION-VII

PRICED SOR

(BIDDER NEED TO QUOTE IN PRICED SOR)

Sr. No.	Item description	Qty	UOM	Unit Rate (Rs.)	Total amount (Rs.)
1	DCVG Survey of 18" Dia Lean Gas Pipeline from Duliajan to Lepetkata	49	KM		
2	DCVG Survey of 18" Dia Rich Gas Pipeline from Lepetkata to Duliajan	49	KM		
3	Bell Hole Inspection for 3 Locations	3	EA		
Basic Total (Rs.)					
Service Tax @.....% (Rs.) for item with Sl. no. _____					
Grand Total (Rs.)					

NB:

1. Service tax payable extra at actual on submission of documentary evidence. Present rate of service tax is 15%
2. SERVICE TAX wherever applicable should be quoted in the line item mentioned above
3. The quantity shown above is tentative only and the same is based on number of item to be submitted by BCPL.
4. Evaluation shall be done on overall techno-commercially acceptable lowest bid basis.

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