



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)
ADMINISTRATIVE BUILDING, PO: LEPETKATA
DISTT.: DIBRUGARH, ASSAM
PIN CODE: 786006
PHONE NO. 0373-2914609

e-TENDER NO: BCPL/C&P/LE17S198SD/00200

Dated 18.07.2017

e-MODE TENDER

TENDER DOCUMENT FOR

**“SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT
FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA”.**

Pre-Bid Date & Time	:	25.07.2017 at 14:30 Hrs
Tender Submission Date & Time	:	03.08.2017 at 14:30 Hrs
Tender Opening Date & Time	:	04.08.2017 at 15:00 Hrs

EMD Amount	:	Rs. 76,000.00
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**EMD IN FAVOUR OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT
DIBRUGARH (ASSAM), ALSO REFER ITB CLAUSE NO. 16**

Contact Person:- SAMRAT DUTTA

Administrative Building
BCPL Project Site, Lepetkata
Dibrugarh-786006, Assam.
sdutta@bcplindia.co.in
0373-0373-2914582 / 2914636

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR “SUPPLY OF BFW TREATMENT CHEMICALS AND
ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA”



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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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TENDER NO: BCPL/C&P/LE17S198SD/00200 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

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SECTION - I

INVITATION FOR BIDS [IFB]



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SECTION - I

INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

DATED: 18.07.2017

SUB: “SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA”

TENDER NO.: BCPL/C&P/LE17S198SD/00200

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	SUBMISSION OF BID DUE DATE & TIME	:	03.08.2017 up to 14:30 Hrs
II	OPENING OF UNPRICED BID	:	04.08.2017 at 15:00 Hrs. (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days)
III	VENUE FOR OPENING OF UNPRICED BIDS		Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373-2914609.
IV	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis), (Bid to be sent by post / courier or hand delivered).
V	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	25.07.2017 at 11:30 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373-2914609. For details refer Clause-17 of Instruction to bidders
VI	EARNEST MONEY DEPOSIT		Rs. 76,000.00

MAJOR TERMS AND CONDITIONS OF TENDER

I	DELIVERY PERIOD		As per SCC.
II	VALIDITY OF OFFER		The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely

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		to be ignored.
III	PAYMENT TERMS	AS PER THE SCC
IV	TRANSIT INSURANCE	Transit Insurance is in the scope of BCPL
V	SECURITY DEPOSIT	AS MENTIONED IN BEC
VI	GUARANTEE/WARRANTY	AS PER SCC
VII	PRICE BASIS	FOT BCPL LEPETKATA BASIS inclusive of all taxes and duties and freight charge
VIII	REPEAT ORDER CLAUSE	As per General Purchase Conditions Clause-21
IX	AWARD CRITERIA	The OWNER will award the contract to the successful bidder whose bid has been determined to be the item wise lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.
X	METHODOLOGY FOR EVALUATION OF BID:	<u>EVALUATION:</u> - Bid of techno-commercially acceptable bidder will be evaluated on item-wise 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 all charges, P&F, taxes-duties & less CENVAT Credit, if any as quoted by the bidder. <u>Evaluation and Comparison of Bid:</u> The evaluation of all the responsive bids to arrive at the lowest evaluated offer shall be done as under: - Ex-works price quoted by the bidder (including packing, forwarding, Freight, if any, on components and raw materials). - GST including on the finished goods. - Less ITC towards GST as quoted by bidder To enable the owner to avail ITC, the supplier shall furnish to owner all certificates and documents including Tax invoice as may be required by the owner to avail the ITC with respect to GST as mentioned by the bidder in their bids. Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.



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		In case of statutory changes, the rate of GST & Cess, considered for evaluation shall be prevailing rate as on final date of Unpriced Bid opening.
XI	ORDER OF PRECEDENCE	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions Of Contract iii) Instruction to bidders iv) General conditions of contracts (Goods)

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.

~~4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.~~

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

9.0 All the bidders including those who are not willing to submit their bid are required to submit F-9 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.

11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 25.07.2017 at 14:30 Hrs.** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373-2914609, to discuss Scope of Work, Terms and Conditions of tender document. For participation, please contact Sr. Officer (C&P), Phone No.: 0373-2914609/ 4635, E-mail ID: sdutta@bcplindia.co.in;



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This is not an Order.

For & on behalf of
Brahmaputra Cracker & Polymer Limited

SAMRAT DUTTA
Dy. Manager (Contracts & Procurement)
Phone# 7896760769
Email: sdutta@bcplindia.co.in
Website: bcplonline.co.in



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SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



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SECTION-II

BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

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

1.1.1 Bidder must be approved by Ethylene Cracker Unit (ECU) Process Licensor M/s Lummus Technology, USA for undertaking treatment of Boiler Feed Water and Pyrolysis Gasoline.

1.1.2 The bidder must have **executed** at least one (01) single order / contract of “similar nature of work/job” in the preceding seven (07) years reckoned from the due date of unpriced bid opening having value not less than value **Rs. 9.60 Lakh** in any Oil-Gas process plant/ Petrochemical plant / Oil refinery / Fertilizer plant/power plant/LPG plant owned by Govt. / Semi Govt. / PSU / MNC / Public limited Company / Private Limited company.

a) **‘Executed’ as mentioned in sl. no. 1.1.2** above, means fully executed or completed.

Definition of “similar nature of work”: Similar nature of work indicates “Composite Order/LOA/Contract/Agreement for Treatment of Boiler Feed Water or Pyrolysis Gasoline or both along with supply of respective material”.

1.1.3 In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.2 above, the contract **value** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned at 1.1.2 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.

Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.

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

1.2 **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	



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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]
1.	1.1.1	Experience against status of bidder	b) Bidder must submit a letter from Ethylene Cracker Unit (ECU) Process Licensor M/s Lummus Technology, USA certifying that they are "approved vendor for treatment of Boiler Feed Water and Pyrolysis Gasoline" as on date.
2.	1.1.2	Experience against execution of order/contract/LOA.	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed for similar nature of jobs as mentioned at sl. no. 1.1.2 of BEC. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point "a" above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/ authorized consultant.
3	1.1.3	Experience against execution of running Contract	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.2 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point "a" above must be submitted clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at 1.1.2 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent</u> should have been issued



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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] by the end-user/owner/authorized consultant.
	1.2	Financial Experience Criteria- Document NOT APPLICABLE	

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor / Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) However, bids of Joint Venture/ Consortium and Sub-Contractor are not acceptable.
- (iii) 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 all GST considering the ITC 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.

For the purpose of evaluation of bid and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, freight on FOT Lepetkata basis & less ITC Credit if any as quoted by the bidder.

Evaluation and Comparison of Bid:

(1) Evaluation Methodology & Price Evaluation is as under:

Methodology for Evaluation and Award shall also include price evaluation based on overall lowest evaluated price (L-1) basis.



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(2) *The evaluated price of bidders shall include the following:*

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
- ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods*
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)*
- iv) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services*
- v) Other loading, if any, as specified in Tender Document*

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.*
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.*

2.3 PBG: The following CPBG clause shall be incorporated in tender document,
The contract performance security shall be 10% of 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.



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2.4 **PPP Policy 2012**

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

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 2 YEARS:

YEAR	AMOUNT(CURRENCY) Rs.
Year1: 2016-17	
Year2: 2015-16	

Name of Audit Firm:
Chartered Accountant
Date

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

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document .(i)Annual Turnover shall be "sale value/Operating Income "
4. For above requirement of "Annual Turnover": In case, the due date for bid submission is up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years. Similarly, for above requirement of "Financial Situation": In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate preceding financial year is not available, in such a case the audited financial results of the year immediately prior to that relevant financial year will be considered as last financial year for "Net Worth" and "Working Capital" calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year
5. If bidder not submitting financial results of the immediate preceding financial year here the bid due date is up to 30th September, must confirm following:

"Audited financial results of immediate preceding financial year is not available".	Confirmed { }
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SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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



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SECTION-III

INSTRUCTION TO BIDDERS

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37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND
ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC
ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. **BILLING SYSTEM**
47. **TRANSPARENCY**
48. **SALE OF BID DOCUMENTS**
49. **SUBLETTING & ASSIGNMENT**
50. **Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor**

[G] ANNEXURES:

31.2 ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/
COLLUSIVE/COERCIVE PRACTICES

2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE

31.3 ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

[H] **FORMS & FORMATS**



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SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID

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

1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.

31.5 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

31.6 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’.

31.7 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/Fraudulent/Collusive/Coercive practices, as defined in “Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/Fraudulent/Collusive/Coercive Practices).

2.2 The Bidder is not put on ‘Holiday’ by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas.

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on ‘Holiday’ by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. Only due to “poor performance” or “corrupt and fraudulent



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practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

- 2.7 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**

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



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3.0 BIDS FROM “JOINT VENTURE”/”CONSORTIUM”- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)] – NOT APPLICABLE FOR THIS TENDER

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

COST OF BIDDING

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

TENDER FEE- NOT APPLICABLE FOR THIS TENDER

6 SITE VISIT- NOT APPLICABLE FOR THIS TENDER

[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]



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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be 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

- 31.11 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



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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

31.12 **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’.
- I ‘Bid Form’, as per ‘Form F-2’
- (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.
- I ‘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.



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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work /



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Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

13 **GST (CGST & SGST/ UTGST or IGST)**

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

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GAIL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GAIL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.



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- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

13.10 Anti-profiteering clause

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

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GAIL shall not be obligated or liable to pay or reimburse GST to such vendor



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and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

14 **BID CURRENCIES**

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

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

16 **EARNEST MONEY/BID SECURITY-**

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non-responsive & shall be rejected.

However, PSUs & SSI are exempted from payment of EMD.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of Brahma Putra Cracker and Polymer Limited, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee 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 the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks 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 a letter head.

Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/opened.

Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

Small scale Industries units registered with the NSIC, under its single point



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17 PRE-BID MEETING-

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

- 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.



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19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- I Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- I 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



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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT / CONSULTANT / REPRESENTATIVE / RETAINER / ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The bid bond of such bidders shall be returned along with the un-opened 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



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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 be 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.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Un-priced Bid Opening:*



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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**



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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;
I Is accompanied by the required 'Earnest Money / Bid Security'.
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
I 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.

31.13 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:



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31.14 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.

31.15 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.

31.16 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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

EVALUATION METHODOLOGY:

Methodology for Evaluation and Award shall also include price evaluation based on overall lowest evaluated price (L-1) basis.

1) Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid



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evaluation about the quantum of input tax credit available for the tendered services/ works:

The input credit of **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids.

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

In case any cess on GST is applicable same shall also be considered in evaluation.

[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”



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37 SIGNING OF AGREEMENT

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT: -

- 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.



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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES



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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply 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.

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

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.



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- 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.

- 31.17 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.

31.18 AHR ITEMS- NOT APPLICABLE FOR THIS TENDER

31.19 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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



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

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

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

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

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

45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.



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- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute

Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____



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LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone No. 0373-2914609.	HOD (C&P) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone No. 0373-2914609.

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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



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

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

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

31.21 Wherever any portion of the “GCC” is repugnant to or at variance with any provision(s) of the “SCC”, unless a different intention appears, the provision(s) of the “SCC” shall be deemed to override the provision(s) of “GCC”, and shall to the extent of such repugnancy or variations prevail.

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

.....



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(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:



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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.



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3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

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



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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of



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unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

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



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

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

12. **Internet connectivity:**

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

13. **Help to Contractors:**

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

14. **FAQ:**

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

15. **e-Brochure:**

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

16. **DSC for Foreign Bidders:**

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

17. **System Malfunction Procedure:**

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

18. **IT Resources:**

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

19. **Form for DSC Deactivation for bidders:**

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

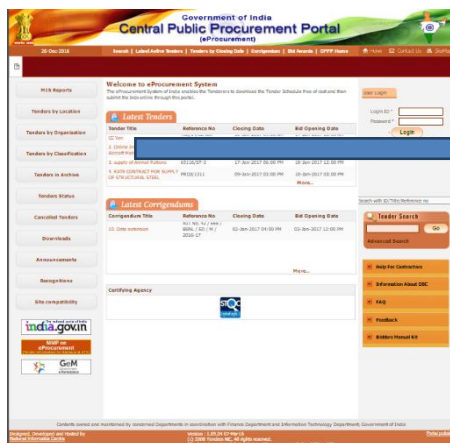
20. **Search Tender for Guest Users:**



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





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21. Check list / Quick View Summary:

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

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

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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The screenshot displays the Government of India Central Public Procurement Portal (eProcurement). The main content area includes sections for 'Latest Tenders' and 'Latest Corrigendums'. The 'Latest Tenders' section lists tenders with details like Title, Reference No, Closing Date, and Bid Opening Date. The 'Latest Corrigendums' section lists corrigendums with similar details. A sidebar on the left contains navigation links such as 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', 'Tenders in Archive', 'Tenders Status', 'Cancelled Tenders', 'Downloads', 'Announcements', 'Recognitions', and 'Site compatibility'. A 'User Login' section is also present with fields for Login ID and Password. A 'Tender Search' section with a 'Go' button is also visible. On the right side, there is a vertical menu with links: 'Help For Contractors', 'Information About DSC', 'FAQ', 'Feedback', and 'Bidders Manual Kit'. A blue arrow points to the 'Feedback' link.

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

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

In FAQ user will get various FAQ related to:

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

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

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

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

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf
		BoQ_Help_Bidder_Percentage.pdf

HELP DESK (BCPL)

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

Mobile : 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cppp-nic@nic.in



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Annexure-I

PROCEDURE FOR ACTION IN CASE

CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:



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- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

31.23 Isubstantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

B.2 Irregularities noticed after award of contract

31.24 During execution of contract:

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

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

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



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to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:



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- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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



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D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.



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D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

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Annexure-II

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

31.25 **OBJECTIVE**

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

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

2.0 **METHODOLOGY**

31.26 **Preparation of Performance Rating Data Sheet**

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

ii) **Measurement of Performance**

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

31.27 **Initiation of Measures:**

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

31.28 **Implementation of Corrective Measures:**



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

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

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

3.1 FOR PROJECTS

31.30 Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

31.31 Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

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

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

31.34 Where Performance rating is “POOR”:

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



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- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

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

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

- (B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

31.35 Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iv) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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



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

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

31.37 Where performance rating is “POOR”

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

31.38 Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

31.39 Orders/Contracts below the value of Rs. 7 Lakhs.

ii) One time Vendor/ Supplier/Contractor/ Consultant.

31.40 Orders for Misc./Administrative items/ Non stock Non valuated items.

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

REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY



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

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

31.42 **EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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



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

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

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

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

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

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Annexure-1

Brahmaputra Cracker & Polymer Limited PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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Instructions for allocation of Marks

31.44 Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on - 68 -uthori basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration	Failure of severe nature - Moderate nature	0 marks 5 marks
- low severe nature and safety of the system		10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



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1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	Marks Allocated
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	31.45 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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ANNEXURE-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE17C001SD/00773				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Supply: “SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA”.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. S. Dutta, DM(C&P)/ Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373-2914609. Email id: sdutta@bcplindia.co.in ;				
C. PREPARATION OF BIDS					
ITB clause	Description				

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR “SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA”



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31.46 u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): _____ _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE17C001SD/00773
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Samrat Dutta, Dy. Manager (C&P)/ Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373-2914609. Email id: sdutta@bcplindia.co.in ;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 03732914636.



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	Email id: sdutta@bcplindia.co.in ; Date:.....2016 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☐ YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☒ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☒ YES				
NOT APPLICABLE	☐ NO				



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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Public Procurement Policy for MSEs :

APPLICABLE	☒ YES
NOT APPLICABLE	☒ NO

Whether tendered item is non-split able or not-divisible :

YES	☒ YES
NO	☒ NO



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FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

LIST OF FORMS & FORMAT

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



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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

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

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified 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).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (v) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-2

BID FORM

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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LIST OF ENCLOSURES

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

Dear Sir,

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

Power of Attorney of the signatory to the Bidding Document.

Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16

Document showing Financial Situation Information as sought in enclosed format F-16

Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.

Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.

Power of Attorney*

Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

Dear Sir,

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

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

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

We confirm that we shall be bound by all commitments made by aforementioned - 80 - uthorized representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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F-5

NO DEVIATION" CONFIRMATION

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

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:
Date:

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



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(A Government of India Enterprise)

F-6

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

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:



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(A Government of India Enterprise)

F-7

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

Dear Sir,

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights 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:



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

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

31.47 We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to M/s Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

31.48 Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

31.49 The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

31.50 This guarantee shall be irrevocable and shall remain valid up to _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

31.51 The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Guwahati Courts.

31.52 Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

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



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

.....



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F-9

AGREED TERMS & CONDITIONS

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

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

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1	Specify Dispatch Point	
2	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given / confirmed herein above shall prevail.	
3	Transit insurance-Confirm price quoted includes transit insurance	
4	Taxes & Duties : a) Applicable taxes, duties, levies, etc. strictly In accordance with the terms and conditions specified in RFQ 31.53 However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after	
5	a. Tarrif sub-heading No. b. Confirm the present rate of Excise Duty (in %) considered in the price bid c. Confirm acceptance of variation in tax/duties as stipulated under clause no. 12 of Section II of tender document.	 (%)
6.1	Please indicate following break-up a) Cenvatable Excise Duty 31.54 Non Cenvatable Excise Duty	%%
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4	a) Clarify whether Excise Duty will be applicable on freight charges also. b) In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. c) Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax:	
	a) Specify CST/ VAT	
	b) Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid:	 (%)
	31.55 Clarify whether Sales Tax will be applicable on freight charges also.	
	d) In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. e) Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be Furnished by the vendor. f) If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
8.	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by Them in the price bid. Otherwise, BCPL shall deduct the Differential amount as stipulated in tender document.	
9.	Price Reduction on delay in delivery:	
	a) Confirm acceptance of price reduction schedule for delay in completion period b) In case of delay, vendor will reduce the invoice amount by applicable reduction	
10.	Part Order:	
	Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion)	
11.	Repeat Order:	
	Confirm acceptance of REPEAT ORDER within 6 (six) months as per ITB	
12.		
	Confirm acceptance on Performance Bank Guarantee (for successful bidder):	
13.	VALIDITY:	



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	Confirm that the offer shall be valid up to 90 days from the bid due date/extended due date.	
14.	a) Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical Corrigendum, if any, without any deviation.	
	31.56 Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: General Conditions of Contract (Goods) Request for Quotation (RFQ) Instructions to Bidders (ITB) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
15.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private Company in which any director of Owner is a member or Director.	
16.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly Stated. This does not necessarily be cause for disqualification. However if this declaration is not Furnished the bid shall be rejected as non-responsive.	
17.	The quoted rates shall remain FIRM & FIXED till complete execution of order/Contract period, whichever is earlier	
18.	The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid	
19.	Bidder accepts PAYMENT TERMS as per tender	
20.	Bidder accepts DELIVERY SCHEDULE as per tender	
21.	Bidder accepts Guarantee clause as per as per tender	
22.	Bidder accepts Arbitration/Resolution of Dispute clause	
23.	Bidder accepts Force Majeure clause.	
24.	Bidder confirms that they have not asked for any advance payment.	
25.	Bidder confirms that prices quoted by them are on FOT, BCPL-Site basis, Lepetkata.	
26.	Whether bidder falls under MSE Act.	
27.	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index	



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28.	Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid Has been initialed and stamped by the authorized person.	
29.	Does your organization have an environment policy?	
30.	Does your organization have ISO 14001 certification, if so, since when?	
31.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws	
32.	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection	
33.	PURCHASE reserves the right at the time of award of ORDER to increase or decrease the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASE and the Seller.	
34.	Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
35.	Vendor GST IN No. & Vendor classification	
36.	Confirm acceptance to Anti-Profiteering as per clause no. 13.10 of ITB	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

Dear Sir,

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

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

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

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BIDDER'S EXPERIENCE

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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CHECK LIST

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

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

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



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5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

1. All documents [to be submitted] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp.

If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.

Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B , C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]

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

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



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		Date of issue		
		Brief Details/Name (Nature) of Supply		
		Period of Contract/ Order		
		Actual Date of Completion/Execution		
		Executed value		
		Executed Qty, etc		



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



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NOT APPLICABLE IN THIS TENDER

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

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

NB:

1. Format-15 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

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



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1.2.2 &1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-14) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2015-2016. Name of Issuing Bank_____	Yes / No	
			Branch Code:_____	Yes / No	
			Location & Address:_____		
			Tel No. _____		
			Email ID: _____		
1.2.4	Details of financial capability of bidder prescribed Format-15as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____	Yes / No	
			Membership No. of Chartered Accountant_____		



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FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(NOT APPLICABLE IN THIS TENDER)

(To be provided on Bank's letter head)

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(NOT APPLICABLE IN THIS TENDER)

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

ANNUAL TURNOVER OF LAST 3 YEARS:

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

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:

Seal:

Membership No.

Instructions:

The financial year would be the same as one normally followed by the bidder for its Annual Report.

The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

This certificate is to be submitted on the letter head of Chartered Accountant.



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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF ALUMINIUM WELDING MACHINE ALONG WITH ACCESSORIES" FOR BCPL, LEPETKATA"

e-TENDER NO.: BCPL/C&P/LE17C198SD/00200

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

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

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____



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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)



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SECTION-IV

GENERAL PURCHASE CONDITIONS **[GPC]**



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SUB: "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA".

e-TENDER NO.: BCPL/C&P/ LE17S198SD/00200

Consignee: C&P In-charge, (Postal Address):-Brahmaputra Cracker and Polymer Limited, P. O. LEPETKATA, DIST. DIBRUGARH (Assam) – 786006. **(For Courier Services):- BCPL, LEPETKATA, Distt. DIBRUGARH – 786006)** any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.

2. Quotation, duly sealed & super scribed with the tender/enquiry no , bid opening date and the words 'QUOTATION – DO NOT OPEN', should reach this office on or before 1430 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of tenderers/authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.

4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

5. The offer should remain valid for not less than 3 months from the bid opening date. Offers with less validity are likely to be ignored.

6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.

7. Revised offer or post-bid modification of offer after the opening date will not be considered.

8. The required quantities at the time of placement of order can be changed up-to $\pm 25\%$ of the quantities specified in enquiry.

9. Price /Purchase Preference:

Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.

10. Price Reduction Schedule for delayed delivery:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice



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value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @ $\frac{1}{2}$ % of the delayed delivery value maximum up-to 5% of the total order value

11. Enterprise's information with respect to MSME Development Act, 2006

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

"We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006." **(Please strike off whichever status is not applicable).**

Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

"We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No)."

If the response to the above is 'Yes', the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government."

12. Performance Guarantee (CPBG):

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

13. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.



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14. Warranty:

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 24 months from the date of despatch, whichever is earlier.

15. Payment terms:

100% Payment will be released within 30 days of receipt and acceptance of material/installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

16. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to Manger (F&A), Brahmaputra Cracker and Polymer Limited, P. O. LEPETKATA, DIST. DIBRUGARH (Assam) – 786006 immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

17. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

18. Despatch documents:

Transit Risk Insurance shall be arranged by BCPL The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods.

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BCPL well in advance failing which any demurrage/wharfage etc. incurred on account of late/non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

19. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BCPL the difference between the ordered rate and the rate quoted by the lowest acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

20. Limitation of Liability:

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

21. Repeat Order:



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Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

22. Termination of Contract:

The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or

b) If the Seller fails to perform any other obligation(s) under the Contract and

The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL against any type of tender of tender nor their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein set forth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL against any type of tender of tender nor their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. FORCE MAJEURE:

Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller

The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber 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



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delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above 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 Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically 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 conditions, the Seller or the Purchaser shall not be liable for delays 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, as stated elsewhere.

24. Resolution of Disputes / ARBITRATION

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager/Officer-in-Charge (OIC) of BCPL. whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at BCPL, and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati.

25. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.

26. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.

27. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

- i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



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SPECIAL CONDITIONS OF CONTRACT

1.0 INTRODUCTION

M/s Brahmaputra Cracker & Polymer Limited (BCPL) has set up a petrochemical complex at Lepetkata, District Dibrugarh, Assam comprising of a Gas Sweetening Unit, C2+ recovery Unit, Gas + Naphtha Based Ethylene Cracker Unit, LLDPE/HDPE and PP Unit.

The Ethylene Cracker Unit (ECU) consists of ISBL Process units and supporting facility designed to produce polymer grade ethylene, polymer grade propylene, partially hydrogenated Pyrolysis gasoline, Pyrolysis fuel oil and Purified hydrogen. ECU uses C2+ liquid, Naphtha as feed stock to produce Polymer Grade Ethylene. Recycle streams from polymer plants are the additional feeds to ECU. Ethane, Propane, and Hydrogenated C4s/ C5s are recycled to the cracking furnaces. M/s Lummus Technology, USA is the Process Licensor of ECU.

The Ethylene Cracker Unit is designed to produce 220,000 TPA of polymer grade ethylene, 60,000 TPA of polymer grade propylene in 8,000 operating hours per year.

However, with the recycle streams from Polymer plants ECU capacity shall be **221,496 TPA of polymer grade ethylene, 79,136 TPA of polymer grade propylene** in 8,000 operating hours a year. **All the design data provided in Annexure-I are for this condition.**

Site Location

Lepetkata

Dist: Dibrugarh

State: Assam

Nearest Town: Dibrugarh

Nearest Air Port: Dibrugarh

Nearest National Highway: NH-37

Distance

15 Km

25 KM

500M

In ECU, Certain speciality chemicals are required for maintaining quality of various process streams. Following are the systems for which speciality chemicals are required.

1. **Boiler Feed Water System:** To maintain boiler feed water quality.
2. **Pyrolysis Gasoline:** To avoid oxidation and gum formation when gasoline is routed to storage

THE BIDDER IS TO SUPPLY THE SPECIALITY CHEMICALS AND PROVIDE SERVICES FOR THE TREATMENT PROGRAMME FOR THE PROCESS APPLICATIONS AS GIVEN ABOVE.

2.0 DETAILS OF VARIOUS PROCESS SYSTEMS

The various process systems in which the dosing of specialty chemical is required are described below:

2.1 BFW & Steam Generation System

Ethylene Cracker Unit of BCPL has 4 cracking heaters with 6 Nos of Transfer Line Exchangers (TLE) and 1 steam drum in each heater. TLEs generate steam at 109.5 kg/cm²g & 318 °C via a thermosyphon system connected to a common steam drum for each heater. A common dearetor supply BFW to each 4 boiler drum by high pressure boiler feed water pumps.

Condensate from MP steam (16 kg/cm²g & 310 °C) consumers of ECU is flashed to LP level (4 kg/cm² g) and pumped directly to the Dearetor. Condensate from LP steam (4 kg/cm² g & 250°C) consumers of ECU is flashed to atmospheric pressure with pressure control to prevent oxygen ingress into the condensate system and then sent to condensate polishing unit. The treated LP condensate and surface



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condensate of Charge Gas Compressor & Tertiary Refrigeration Compressor turbine are mixed and stored in a storage tank and then pumped to Dearetor. During normal operation the quality of mix condensate is expected to be comparable to DM Water. Further in normal operation there is no DM water make up/import to the system and excess condensate is exported to OSBL. Steam generated in the each steam drum is super heated in super heater coils in each heater and then super heated steam from all the heater taken to a common VHP steam header at (104 kg/cm² (g) & 500 °C).

Process Licensor has recommended following specialty chemicals injection for maintaining Boiler Feed Water Quality:

1. BFW treatment chemical – Oxygen Scavenger
2. BFW treatment chemical – For corrosion control
3. BFW treatment chemical – For feed water & condensate PH control

The dozing of the same shall be done with the existing two dozing facilities, namely

Phosphate dozing system

The package consists of a drum with mixer and two metering type pump 113-PA-926AX/BX (one operating and one spare). The pump is a diaphragm type single cylinder pump with manual capacity adjustment.

Hydrazine dozing system

The package consists of a drum and two metering type pump 113-PA-927AX/BX (one operating and one spare). The pump is diaphragm type single cylinder pump with manual capacity adjustment.

All the relevant Design data/DM water quality/BFW quality/Dozing skid details are mentioned in Annexure-1.

2.2 Pyrolysis Gasoline

Pyrolysis gasoline is one of the products in ECU. Depentanizer bottom stream and a part of Gasoline stripper bottom stream constitute Pyrolysis gasoline. Normally, this stream is hydrogenated in Pyrolysis hydrogenation unit and hydrogenated product is sent to storage. However provision is also there to route the Gasoline stream directly to storage without hydrogenation as Raw Pyrolysis Gasoline.

Antioxidant dozing is required into HPG to avoid gum formation and provision for antioxidant injection is also available for Raw Pyrolysis Gasoline when it is routed to Storage.

All the relevant Design data are provided in Annexure-1

3.0 SCOPE OF WORKS AND RESPONSIBILITY OF THE BIDDER

3.1 The bidder shall design and specify a suitable treatment program for the process application mentioned above which is suitable for design operating conditions as shown in **Annexure-1**. Bidder shall also specify and conduct the tests required to determine the effectiveness of the chemicals.

3.2 The Bidder shall stock and supply adequate quantity of chemicals for normal operation and for contingency requirement.

3.3 The bidder shall specify the dosing rates of the specialty chemicals for the required process applications and dosing to be done by bidder in consultation with EIC/Shift-In charge with the available facility of BCPL. Any additional facility required for dosing to be arranged by the bidder. Also the bidder shall assist in calibration of dozing pump from time to time as desired by EIC/Shift-In charge.

3.4 The bidder shall ensure availability of stock position of chemicals at site at least for 3 months requirement. The bidder shall submit daily report of stock position of chemicals. The Bidder shall ensure



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that supply of chemicals is done in such a way so that the shelf life of the chemicals is not expired. The chemicals shall be supplied by bidder in good quality containers to avoid problems due to spillage during handling. The size of containers preferably shall be of smaller capacity for easy handling manually.

3.5 Supervision and monitoring shall be done by the bidder. Daily supervision shall be done by the bidder's specialists during start up, normal operation, planned shutdown and in emergency during the contract period. The specialist shall inform in writing in case some deviation in dosing rate is required from the given treatment program in order to maintain the system.

3.6 The bidder shall issue daily analysis and monthly report on the health of the operating units with respect to the performance of the treatment program along with recommendations, if any to EIC/Shift-In Charge. The treatment program shall be capable of sustained operation under the conditions prevailing in the plants. Bidder must specify actions required to handle possible upset conditions that can arise in plant. The bidder shall also prepare a 'start-up' report highlighting all the events/problem/trouble shooting experienced during start-up till stabilization.

3.7 The bidder shall furnish details of the treatment program including the following in the Technical Bid.

- i) Description of the program including theoretical, practical aspects and the chemical levels to be maintained in the process system during regular operation.
- ii) Nature of chemicals (in case of non-proprietary) used, including Material Safety Data Sheet for each chemical.
- iii) Dosing rates & monthly consumption of chemicals for each process system based on the condition given in **Annexure-I**.

3.8 The treatment program shall be designed for maintaining continuous operation of the plant without limitation on account of problems associated with process system.

3.9 The bidder shall have a monitoring package based on statistical quality control to continuously evaluate and improve the treatment system control and to predict occurrence of problems before they become unmanageable. Bidder shall submit details of such monitoring package, if any.

3.10 The containers of chemicals to be stored at site shall be chemically resistant. Special precautions for handling the chemicals, disposal of empty containers, remedial measures to be taken in case of spillage and ingress into human body. The neutralization of chemical drums/containers shall be in bidder's scope. The taking away of empty neutralized drums for disposal from site, shall be in BCPL's scope.

3.11 Material received by BCPL will be handed over to the bidder for use and material handling inside the plant shall be in bidder's scope. However, BCPL will arrange transfer of material from warehouse to Ethylene cracker Unit.

3.12 The bidder may visit BCPL, Lepetkata site before submission of bid to get acquainted with injection facilities available at the Ethylene Cracker Unit if so desired. Any other arrangement required to suit the treatment programme given by bidder, the same shall be in bidder's scope for which no separate payment shall be paid by owner.



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3.13 The bidder shall provide the test procedures for all the parameters to be analyzed and shall provide the necessary equipments which are not available in owners Laboratory. The bidder shall perform relevant analysis/tests in owner's laboratory in consultation with EIC/Laboratory In charge. The bidder shall provide all chemicals/reagents etc. if required for carrying out analysis/tests.

3.14 The bidder shall keep informing regarding new product Bulletins, if any. **Material Safety Data Sheets** and instruction manuals for transportation, storage and handling of the various chemicals to be supplied by them. MSDS display boards of chemicals being supplied shall be installed in the plant near the dosing area, by the bidder.

3.15 PROGRAMS/PERFORMANCE MONITORING:

- i) **The Quality of Boiler feed water** shall be checked once in 8 hours in normal course. However, frequency of testing shall be increased when it is felt necessary by EIC/shift -in-charge.
- ii) **Pyrolysis gasoline:** The gum content of Hydrogenated Pyrolysis Gasoline at Stoarge shall be checked once in a week in normal course. However, frequency of testing shall be increased when it is felt necessary by EIC/shift in charge

The treatment program shall strictly conform to specifications of both point no. i) and ii) as per **Annexure 1**.

4.0 GUARANTEES

Bidder shall furnish the following guarantees for the performance of speciality chemicals treatment program:

4.1 The treatment program shall maintain BFW & Hydrogenated Pyrolysis gasoline quality as per the specification provided in annexure-1 under the head "Desirable condition after Treatment".

4.2 The bidder shall furnish the consumption of various chemicals with respect to the operating condition specified in **Annexure-I** in the format as per **Annexure-II**. In case chemical consumption exceeds the guaranteed consumption (*prorated for actual BFW flow/steam production for BFW treatment chemicals & prorated for Pyrolysis gasoline production for antioxidant for gasoline*) provided by the bidder, the cost of additional consumption of chemical shall be borne by the bidders.

4.3 **Availability of chemicals without interruption:** Bidder shall guarantee supply of chemicals as defined in this SCC clause no (3.4) without interruption.

5.0 PENALTY CLAUSE

Bidder shall undertake guarantee for the performance of specialty chemical treatment program so as to ensure uninterrupted plant operation while maintaining the operational conditions as specified earlier (clause No 4.1 to 4.3). In case of interruption/failure of any of the operational/equipment conditions (mentioned in clause no 4.1 to 4.3) BCPL reserves the right to impose a penalty of 1% of the total contract value for occurrence of every failure/interruption and also reserves the right to terminate the contract by giving notice of one month.

6.0 PERIOD OF CONTRACT

Period of contract shall be 24 (Twenty four) months from the date of commencement of the work. The date commencement of work shall be 01.12.2017; however the same shall be intimated by BCPL after award of the contract. This period may be extended for a further period of 06 (six) months on the same rate, terms and conditions.



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7.0 DEPLOYMENT OF RESOURCES

7.1 After award of the Contract, the bidder shall mobilize all equipments and chemicals necessary for dosing along with accessories and necessary manpower within 4 weeks from the date intimated by BCPL.

7.2 The bidder shall deploy qualified manpower required for service part having minimum 1 (one) year working experience in the field of petrochemical / fertilizer/Refinery /laboratory. The bidder shall submit Bio-data of such personnel to EIC for approval. The personnel deployed by the contractor should be well qualified, experienced and conversant with the treatment program and capable of analyzing, interpreting the data and carry-out trouble-shooting in case of abnormalities and should be able to carry out the basic tests required for performance monitoring.

7.3 The bidder shall deploy manpower as per point no 7.2 for general shift coverage in working days at site to discharge the contractual obligations efficiently. Normal working hours will be from 8:30 A M to 5:30 PM in a day for general shift with a break of half an hour for lunch. However, bidder shall deploy manpower for round the clock operation in case required. BCPL does not define the number of manpower to be deployed but there should not any interruption due to non availability of manpower.

7.4 In case the services rendered by the bidder is found to be substandard/unsatisfactory or services not being available, penalty @ Rs.5, 000/- (Rupees Five Thousand only) for each default, shall be levied and recovered from contractor's bill.

8.0 ACCOMMODATION & TRANSPORTATION FOR CONTRACTOR'S PERSONNEL

The Bidder shall make own arrangement for residential accommodation of its personnel and transportation arrangement at site shall be in the scope of the Bidder. BCPL shall, however, provide suitable office space for Bidder's personnel at site.

9.0: SAFETY RULES & PPES

Bidders to provide all required PPEs to their employees deployed in BCPL site and follow all the safety rules & regulation of BCPL.

10. OTHER LEGAL OBLIGATION OF THE BIDDER / CONTRACTOR WITH RESPECT TO CONTRACT LABOUR (WHEREEVER APPLICABLE):

10.1 The contractor has to pay following wage components along with statutory payments/obligation. However, the same is subject to change in line with any modification/amendment of acts/laws/rules and statutory compliances. All components shall be as per latest acts/laws/rules and statutory compliances

S.N	Wage component	Rates
A	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).
B	PF Contribution including EDLI & Administrative Charges	13.36% of wage.
C	Employee State Insurance(ESI) contribution or Insurance policy coverage	4.75% of minimum wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's



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S.N	Wage component	Rates
	<i>under Employee's Compensation Act 1923 & Employee's Compensation Act 2010</i>	<i>Compensation Act 1923 up to Rs.10.86 lacs per contract worker.</i>
D	<i>Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015</i>	<i>8.33% of Rs.7000/- or Minimum Wages whichever is higher (The same is to be paid to the contract workers during festival time by the contractor and proof of payment of bonus to be submitted).</i>
E	<i>Leave wages as per factory Act/Rule or Shops & Establishment Act of respective states</i>	<i>03 National Holidays per year, 04 Festival Holidays per year and Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.</i>
F	<i>Cost of safety kit & liveries in terms of Safety Provisions under Factories Act 1948(for workers working in factories only).</i>	<i>Provision to be kept by Contractor while quoting the rates for distribution of safety kits and liveries and submit proof of purchase and distribution.</i>
G	<i>Shift Allowances</i>	<i>As per applicable rates</i>
H	<i>Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.</i>	<i>As per Maternity Benefit Act 1961 and Amendment 2016</i>
I	<i>Death Gratuity</i>	<i>Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.</i>

10.2

- The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages (i.e. increase in DA) in every 6 months i.e. 1st April and 1st October to be provisioned. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the above minimum wages as notified by the Govt. Authorities from time to time during the period of contract. Accordingly, contractor should quote taking into consideration



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future increase in above minimum wages as well. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower assistance services deployed under the subject contract.

- iii) The Contractor is solely responsible for the disbursement of wages and other dues to their respective workman latest by 7th day of every month via electronic mode.
- iv) Over and above Govt. notification for minimum wages (monthly payment for 26 days), payment for weekly off to be made to contract workers on continuous working for six days.
- v) Paid National Holiday (03 Days i.e. 26th Jan, 15th Aug, 2nd Oct) shall be granted to every workman during a calendar year.
- vi) Paid Festival Holiday (08 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will avail the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site.
- vii) Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
- viii) Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and as amended from time to time.
- ix) Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.
- x) The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13.36 % of employer's contribution.
- xi) Shift Allowance shall be granted to the workers who perform their duties in A, B & C Shifts. While quoting the rates, the contractor has to consider deployment of manpower in shift on round the clock basis including night shift and payment of shift allowances as per applicable rates. Further Contractor has to provide shift reliever/leave reliever as per the provision of Labour act.
- xii) Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time to time. The contractor shall ensure to obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment for all contract workman engaged



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by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under.

- xiii) Every women worker shall get Maternity Benefit as per the provision of the Maternity Act, 1961 and as amended from time to time. A woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.
- xiv) Contractor to issue Employment Card to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act, 1970.
- xv) Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act, 1970.
- xvi) Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions. Contractor shall be responsible for proper uniform, Industrial Helmet and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform as per the norms as approved by the Engineer – in – Charge (EIC). Each personnel deputed shall be provided with the items prior to their deputing:
 - (a) Two sets of Cotton wear, (Shirts and Trousers) every year,
 - (b) One set of branded Raincoat, (jacket and trousers type), Once in two years,
 - (c) One pair of Industrial Safety Shoes to be issued in a year. The Industrial Safety Shoe shall have BIS marked / DGMS approved or having other equivalent international approval, as approved by Engineer – in - Charge.
 - (d) Boiler suit.
- xvii) Contractor to undertake Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder & submit health check-up report to HR Department. The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower twice in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.
- xviii) Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act, 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed atleast 240 days in preceding 12 months as on the day of retrenchment.
- xix) Contractor shall obtain all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
- xx) Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of



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Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.

- xxi) Contractor shall be solely responsible and indemnify BCPL against all charges, dues, claims etc. arising out of the disputes relating to dues and employment of personnel deployed by him at BCPL.
- xxii) Contractor shall indemnify BCPL against all losses or damages caused to it, on account of acts of the personnel deployed by him.
- xxiii) Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.
- xxiv) Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submits the same to BCPL as and when required.
- xxv) Contractor shall take suitable health insurance in respect of all their employees and contract workers deployed at BCPL.
- xxvi) Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- xxvii) In addition to the above contractor shall ensure implementation of all applicable labour laws / legislation, rules made thereunder and amendments issued by Appropriate Authority from time to time and shall be solely responsible for compliance
- xxviii) The rates should be quoted in the schedule of rates as enclosed; keeping in mind the minimum wages as notified by Central Government or State Government from time to time (whichever is higher) and other statutory compliances viz. PF contribution, workmen compensation, bonus, gratuity, payment of wages on weekly off day, shift allowance, leave wages and other benefits to be given to workmen as per Act / laws.
- xxix) Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel.
- xxx) The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents."

11.0 DEFECT LIABILITY PERIOD:

Defect liability period (DLP) shall be for the entire contract period to take care of guarantees as described in clause no. 4.0 above. Performance bank guaranty (10 % of order value) shall remain valid up to 3 months beyond the defect liability period.

12.0 PAYMENT TERMS

- 12.1 Running account payment shall be made to the contractor through finance department against monthly bills, duly certified by EIC. The rates quoted and agreed upon shall remain firm till the expiry of the contract, including maintenance cost, overheads, profits etc. All running account payment shall be regarded as payment by way of advance against the final payment only, and not as final payment for work actually done or cost towards chemical supplied/used.



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12.2 The monthly payments shall be based on the actual consumption of chemical subject to ceiling of monthly guaranteed consumption of chemicals (*prorated for actual BFW flow/steam production for BFW treatment chemicals & prorated for Pyrolysis gasoline production for antioxidant for gasoline*) indicated by bidder in Annexure - II. Monthly bills should cover quantities of chemicals/service and amount payable for respective month and also cumulative quantities of chemicals/service and amount paid as on date.

12.3 However, if actual consumption of chemical in any month for Section-1 of SOR is more than pro-rata quantity for a month in that case payment for such excess quantity shall be adjusted against short fall if any in other month (s). The payment for all such quantities shall be made after end of 24 months subject to a maximum of total guaranteed quantity as per contract.

12.4 All statutory deduction shall be made at source (if applicable).

13.0 **DOCUMENTS**

Following documents whichever applicable, shall be submitted by the Agency/contractor to Engineer In-Charge at various stages during the currency of the contract. Further, any guidelines/regulation/penalty etc with regards to this clause notified by HR/F & S/Central Agency of BCPL from time to time during execution of contract shall be binding on the contractor.

A. Immediately after issuance/receiving of Letter of Intent (LOI):

1. Application for issuance of Form –III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
4. Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of Employee State Insurance (ESI) registration certificate issued by Employee State Insurance Corporation.
8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.

B. At the time of submission of monthly bills:

1. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on ----- (date) at ----- (place)”.
2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
3. Copy of Electronic Challan cum Return (ECR)/Electronic Return for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution along with On Line Uploaded list of contract workers/members.

C. Registers are to be maintained by the contractor:

Under Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936: During the currency of the contract, the contractor has to maintain registers like:

1. Muster Roll in FORM-XVIII
2. Register of workmen in FORM-XIII
3. Wage Register in FORM-XVII
4. Register of Deductions in FORM-XX



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5. Register of Overtime in FORM-XXIII
6. Register of Fines in FORM-XVI
7. Register of advances in FORM-XXII
8. Issuance and maintenance of Wage Slip in FORM XIX.
9. Issuance of valid Identity Card by the contractor IN FORM XIV.

Under Employee State Insurance Act, 1948: During the currency of Contract, the contractor has to maintain registers like:

1. Register of employees in Form-6
2. Accident Book in Form-11

D. At the time of closure of contract:

1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund, Insurance and other payments.

14.0 EVALUATION OF BIDS

14.1 Bidders are required to go through the Schedule of Rates carefully and accordingly fill up the price for Section-1 and Section-2 of Schedule of Rates.

14.2 The techno-commercially acceptable bids shall be evaluated on overall price basis considering Section-1 and Section-2 of Schedule of Rates together. The bidders are required to fill up the Schedule of Rates completely with the list of chemicals as per treatment program. The bid with incomplete Schedule of Rates shall be summarily rejected.

Evaluated Price = SOR Section 1 + SOR Section 2 – ITC Benefit passed on to BCPL.

To arrive at the lowest offer, the evaluated price of bidder as quoted in SOR must include the following:

- i) **SOR SECTION-1:** Cost of chemicals required based on the **operating condition as given in annexure-I & to maintain the desirable conditions as given in annexure-I for two years.**
- ii) **SOR SECTION-2:** Associated service charges for **two years.**



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ANNEXURE-I

ECU BFW and Steam Generation System

Ethylene Cracker Unit of BCPL has 4 cracking heater with 6 Nos of TLEs and 1 steam drum in each heater. TLEs generate steam at 109.5 kg/cm²g & 318 °C via a thermosyphon system connected to a common steam drum for each heater. A common deaerator supply BFW to each 4 boiler drum by high pressure boiler feed water pumps.

Condensate from MP steam (16 kg/cm²g & 310 °C) consumers of ECU is flashed to LP level (4 kg/cm² g) and pumped directly to the Deaerator. Condensate from LP steam (4 kg/cm²g & 250°C) consumers of ECU is flashed to atmospheric pressure with pressure control to prevent oxygen ingress into the condensate system and then sent to condensate polishing unit. The treated LP condensate and surface condensate of Charge Gas Compressor & Tertiary Refrigeration Compressor turbine are mixed and stored in a storage tank and then pumped to Deaerator. During normal operation the quality of mix condensate is expected to be comparable to DM Water. Further in normal operation there is no DM water make up/import to the system and excess condensate is exported to OSBL. Hydrazine Chemical is added to the deaerator for oxygen scavenging and phosphate is added to BFW downstream of Boiler Feed water pump.

Steam generated in the each steam drum is super-heated in super heater coils in each heater and then super-heated steam from all the heater taken to a common VHP steam header at (104 kg/cm² (g) & 500 °C).

DESIGN OPERATING DATA

Steam Production & BFW Flow

: **Maximum** (Three Heaters on normal operation & one heater on HSS) Drawing attached
Steam Production: 88 Tons/Hr & BFW Flow: 94 Tons/Hr

Very High Pressure BFW header Pressure/Temperature

: 125 kg/cm²g and 130 °C

Blow down:

Continuous blow down is 2 – 5 % of steam flow.
(Intermittent blow down maximum rate is 6.5 T/hr whenever required as per quality).

O2 Content after Deaerator:

: 7 ppb by wt. (0.007 ppm wt).

Very High Pressure Steam Header Pressure/Temperature

: 104 kg/cm² (g) / 500 °C

Deaerator Operating Pressure & Temperature

: 1.75– 3.0 Kg/cm² and 130- 138 degC



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DM Water Quality

	Parameter	Value
1	PH	6.5- 7.0
2	Turbidity, NTU	Nil
3	Total dissolved solids, mg/l	Less than 0.1
4	Conductivity@20°C, micromho/cm	Less than 0.2
5	Total Hardness as CaCO ₃ , mg/l	Nil
6	Total Silica as SiO ₂ , mg/l	Less than 0.02
7	Total iron as Fe, mg/l	Less than 0.03
8	Total Cu as Cu, mg/l	Less than 0.003
9	KMnO ₄ consumption at 100 °C, ppm	Less than 5

Polished condensate from Condensate polisher unit:

	Parameter	Value
1	Total Silica as SiO ₂ , mg/l	< 0.02
2	Total Iron as Fe, mg/l	< 0.01
3	Total Cu as Cu, mg/l	< 0.003
4	KMnO ₄ consumption at 100°C, ppm	< 5
5	Total Organic (TOC), ppm	< 0.5
6	Conductivity@20°C, micromho/cm	Less than 0.2

EXISTING DOZING FACILITY

There are Two Dozing Skids, Namely:

Hydrazine Dozing:

The function is to eliminate the oxygen which is still present in the BFW after deaeration. This will be accomplished by injection of an oxygen scavenger consisting of Hydrazine chemical in the Deaerator.

The dozing skid consists of one drum and two dozing pump (One working and one standby).

Drum :

Type	Vertical process drum		
Dimensions	7 days hold-up based on normal flow rate.		
Nozzles	One (1) 1½ inch	Demin Water connection	
	One (1) 1½ inch	Hydrazine connection	
One (1)	1½ inch	Bottom Outlet to Pumps and Drain	
	One (1) 1½ inch	Overflow / Vent	
	One (1) 2 inch	Utility Connection	
	Two (2) 2 inch	Level Indicator with low alarm	
	Two (2) 2 inch	Calibrated Gauge Glass	
Material:	SS 304		
Design Temperature:	65°C		



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Design Pressure : 3.5 kg/cm².g

Pumps

Item No.: 113-PA-927 AX/BX
Service: Hydrazine Injection Pump
Type: Metering pumps. One pump working and one spare. Pump to be individually adjustable by manual capacity control and equipped with external relief valve. Capacity control shall have a minimum turn down ratio from max. to min. of 10 to 1. Suction strainers shall be provided for each pump. Discharge line has to be equipped with a pulsation damper as per pump manufacturer standard.

Drive Type both electrical motors TEFC

Capacity: normal 1.8 l/h, rated 2.2 l/h

Fluid Property: Fluid Hydrazine Solution 1 wt%

Density 999 kg/m³

Viscosity 1 cP

Dosage (Hydrazine): 0.01 ppm residual in BFW (max 0.1 ppm) as recommended by Process Licensor.

Phosphate Dozing:

Because of the very high pressure, very stringent requirements are set for the VHP BFW phosphate treatment. The purpose of the BFW Phosphate Injection Package is to provide phosphate injection to create conditions that will favor the formation of sludge instead of scale, that means, scale formers CaSO₄; CaSiO₃ will precipitate as loose sludge along with other sludges, viz. CaCO₃; 3Ca₃(PO₄)₂·Ca(OH)₂ which are removed from the boiler unit by intermittent blow down.

This will be done by injecting "Phosphine" a phosphate solution into the pressurized boiler feed water.

Phosphate is injected into the BFW pump discharge line. The dozing skid consists of one drum, one mixture and two dozing pump (One working and one standby).

DRUM:

Item No. 113-VV-926 X
Service Phosphate Drum
Type Vertical process vessel provided with removable, hinged cover.
Dimensions 7 days hold-up based on normal flow rate.
Nozzles:

One (1) 1½	inch	Demin Water connection
One (1) 1½	inch	Phosphate Solution fill connection
One (1) 2	inch	Bottom Outlet to Pumps and Drain
One (1) 1½	inch	Overflow / Vent
One (1) 2	inch	Utility Connection
Two (2) 2	inch	Level Indicator with low alarm
Two (2) 2	inch	Calibrated Gauge Glass

Materials of construction SS316L

Design Temperature: 65°C

Design Pressure : 3.5 kg/cm².g



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Pumps

Item No.	113-PA-926 AX/BX
Service	Phosphate Injection Pump Type Metering simplex or duplex pumps. One pump working and one spare. Pump to be individually adjustable by manual capacity control and equipped with external relief valve. Capacity control shall have a minimum turn down ratio from max. to min. of 10 to 1 Suction strainers shall be provided for each pump. Discharge line has to be equipped with a pulsation damper as per pump manufacturer standard.
Drive Type	both electrical motors TEFC
Capacity	normal 8.3 l/h, rated 10 l/h
Fluid Property:	Fluid Phosphate Solution 1 wt%
Density	999 kg/m ³
Viscosity	1 cP
Dosage:	10 ppm in steam drum water as recommended by process licensor

Antioxidant for Pyrolysis Gasoline

Composition of the combined **raw** Pyrolysis gasoline stream from Depentanizer bottom and gasoline stripper bottom is as given below:

C5 Hydrocarbons	1.0 wt % max
RVP @37.8 °C, psi	2.9
ASTM End Point	200 °C

Detail composition is on next page

Component	Unit	Value
	weight%	
Hydrogen/		0.00
Carbon Monoxide		0.00
Carbon Dioxide		0.00
Hydrogen Sulfide		0.00
Methane		0.00
Acetylene		0.00
Ethylene		0.00
Ethane		0.00
Propadiene/Methylacetylene		0.00
Propylene		0.00
Propane		0.00
Butadiene/C4 Acetylene		0.00
Butylenes		0.00
Butanes		0.00
C5 Hydrocarbons		0.45



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C6 Non Aromatics		6.22
C7 Non Aomatics		1.76
C8 Non Aromatics		0.59
Benzene		47.52
Toluene		20.14
Xylene/Ethylbenzene		5.21
Styrene		5.26
C9 - 204 C		12.85
204 - 288 C (PGO)		0.00
288 C Plus (PFO)		0.00
Steam/Water		0.00
Nitrogen		0.00
Naphtha		
TOTAL STREAM		
Mass Flow	kg/h	5371
Molecular Weight		88.16
Temperature	°C	40.0
Pressure	kg/cm ² (g)	4.24

Hydrogenated Pyrolysis Gasoline

Raw Pyrolysis gasoline stream is partially hydrogenated in single stage Pyrolysis gasoline hydrogenation unit before being sent to OSBL. Hydrogenated Pyrolysis gasoline product meets the following specifications:

Diene Value (UOP 326)	2.0 (max)
Styrene	0.5 wt% (max)
Induction Period	480 minutes (min)

Detailed specification of the hydro treated and stabilized Pyrolysis gasoline is as given below.

Estimated Properties	Value
Density @15 °C, kg/m ³	867
Total Sulfur, wt ppm	222
RVP @37.8 °C, psi	2.5
RON, Clear	106
MON, Clear	98
Existent Gum, mg/100 ml	< 1
Antioxidant, ppmw	65



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Detail composition:

Component	Unit	Value
	weight%	
Hydrogen/ Carbon Monoxide		0.00
Carbon Dioxide/ Hydrogen Sulfide		0.00
Methane/ Acetylene		0.00
Ethylene/ Ethane		0.00
Propadiene/Methylacetylene		0.00
Propylene/ Propane		0.00
Butadiene/C4 Acetylene		0.00
Butylenes/ Butanes		0.00
C5 Hydrocarbons		0.43
C6 Non Aromatics		6.34
C7 Non Aomatics		1.79
C8 Non Aromatics		0.60
Benzene		47.65
Toluene		20.20
Xylene/Ethylbenzene		10.45
Styrene		0.16
C9 - 204 C		8.94
204 - 288 C (PGO)		3.44
288 C Plus (PFO)		0.00
Steam/Water		0.00
Nitrogen		0.00
Naphtha		
TOTAL STREAM		
Mass Flow	kg/h	5354
Molar Flow	kg mol/hr	61
Molecular Weight		88.17
Temperature	°C	39.4
Pressure	kg/cm ² (g)	4.00

Existing Dozing Facility

The function is to inhibit oxidation and gum formation in the raw Pyrolysis gasoline and Pyrolysis gasoline product stream by injecting 150 ppm by volume of an antioxidant at a concentration of 50 volume percent in a gasoline diluent.

Equipment consists of a process type drum with mixer and a diaphragm-type multi-head metering pump, consisting of 2 pump heads.

TENDER NO.: BCPL/C&P/LE17C001SD/00773 FOR "SUPPLY OF BFW TREATMENT CHEMICALS AND ANTIOXIDANT FOR PYROLYSIS GASOLINE FOR BCPL-LEPETKATA"



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Equipment List

Tag No.	Description
115-VV-711X	Pygas Antioxidant Drum
115-PA-711X	Pygas Antioxidant Injection Pump
115-VM-711X	Pygas Antioxidant Drum Mixer

Drum

Item No. 115-VV-711X
Service Pygas Antioxidant Drum
Type Vertical process drum
Dimensions Diameter (ID) 700 mm
Height (T/T) 1900 mm

Pumps

Item No.: 115-PA-711X
Service: Pygas Antioxidant Injection Pump

Type: Diaphragm type with multicylinder (2 head) pumps with common motor. Each cylinder to be individually adjustable and equipped with internal or external relief valve.

Pump Capacity:	Lit/hr		Discharge Pressure
	Min	Max	kg/cm ² g
	0.4	1.6	4.5

Fluid Property: Fluid: Gasoline + Antioxidant
Density 850kg/m³ @ 15°C
Viscosity 0.55 cP @ 15°C

Dosage: 150 ppm by volume of antioxidant at a concentration of 50 volume percent in a gasoline diluent as recommended by process Licensor.

Mixer

Item No. 115-VM-711X
Service Pygas Antioxidant Drum Mixer
Type Agitator
Drive Electric motor
Batch size 0.7 m³



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DESIRABLE CONDITION AFTER TREATMENT

ECU BFW QUALITY

1. Specification:

	Parameter	Value
1	pH at 20°C	9.2 – 9.4
2	Conductivity, micro mho/cm max.	0.2
3	Silica (as SiO ₂), ppm wt max.	0.02
4	Total Iron (as Fe), ppm wt max.	0.01
5	Total Copper (as Cu), ppm wt max.	0.003
6	Oxygen, ppm wt max.	0.007
7	Chlorides, ppm wt max.	0.01
8	Total Dissolved Solids, ppm wt max.	0.1
9	Total Hardness	Not Detectable
10	Carbon Dioxide	Not Detectable
11	Non-Volatile TOC, ppm wt max.	0.2
12	Oily Matter, ppm wt max.	0.2
13	N ₂ H ₄ , ppm wt max.	0.01

2. Steam Quality at Drum Outlet

Liquid Entrainment Wt% max	: 0.20
Total Solids, ppm wt, max	: 0.10
SiO ₂ Carryover, ppm wt, max	: 0.02

3. Total solids in the drum water shall be 50 ppm max or less and the continuous blow down shall be rated for 2% maximum.

Phosphate as PO₄ – (mg/L) in steam drum : 5-10.

4. SiO₂ in steam drum : Less than 1 ppm.

5. Conductivity in drum water (micro mho/cm max) : 100

PYROLYSIS GASOLINE

The existent gum content of Hydrogenated Pyrolysis gasoline at storage should be less than 1 mg/100 ml.



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ANNEXURE-II

Consumption of Chemical (To be Filled by the Bidder)

SI No	Process System	Recommended Chemical	Required Dosage (ppm)	Consumption (Kg/Hr) Based on Operating Condition as per Annexure-I	Monthly Guaranteed Consumption (Kg) based on Operating Condition as per Annexure-I (Same as Quoted Monthly Consumption in SOR)	Guaranteed Consumption (Kg) for 2 years based on Operating Condition as per Annexure-I	Dilution Required (Yes/No)
1	BFW Treatment chemical - Oxygen Scavenger						
2	BFW Treatment chemical - For Corrossion control						
3	BFW Treatment chemical - For feed water & Condensate PH control						
4	Antioxidant for Pyrolysis Gasoline						

ATTACH THE DRAWING



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

SECTION-VI

SCHEDULE OF RATES [SOR] (TO BE SUBMITTED IN e-MODE IN NIC CPP PORTAL)

<https://eprocure.gov.in>

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER –
Page no. 45 to 54 under section III of ITB**

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