



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.: DIBURGARH, ASSAM

PIN CODE: 786006

PHONE NO. 0373 2914636

TENDERNO:BCPL/C&P/LE16W175MB/00214

Dated 25.11.2016

TENDER DOCUMENT

FOR

“ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”

Tender Submission Date & Time	:	13.12.2016 at 14:30 Hrs
Tender Opening Date & Time	:	13.12.2016 at 15:00 Hrs
Pre-Bid Meeting	:	08.12.2016 at 15:00 Hrs
Tender Fee	:	Not applicable

EMD Amount	:	RS. 2,25,000.00
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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

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FAQ

[QUESTIONS AND ANSWERS]

SL NO	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable ?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender ?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit ?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit ?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.

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	qualification of bidder in any tender?	
10	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

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SECTION - I

INVITATION FOR BIDS [IFB]

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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SECTION - I INVITATION FOR BID [IFB]

To,

Date: 25.11.2016

PROSPECTIVE BIDDERS

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.

TENDER NO.: BCPL/C&P/LE16W175MB/00214

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract shall be valid for a period of 12 months from date of LOI/LOA and further extendable for a period of 3 months or part thereof at the same rate terms and conditions.
II	Tender Fee	:	Not applicable
III	Earnest Money Deposit (EMD)	:	Rs. 2,25,000.00
IV	BID DUE DATE & TIME	:	13.12.2016 up-to 1430 Hrs
V	OPENING OF UNPRICED BID	:	13.12.2016 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	120 days from the date of opening of unpriced bids
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) through press advertisement with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; CPP portal
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	08.12.2016 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

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XI	CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT	:	7.5 % of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with ITB)
X	PAYMENT TERMS	:	As per Special conditions of Contract Part B

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document alongwith its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://eprocure.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.

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9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

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

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

A Pre-Bid conference (PBC) is scheduled on **08.12.2016 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Ch. Manager (C&P) / Sr. Officer (C&P) Phone No. 0265 2914635 ; Email ID: manosh.borah@bcplindia.co.in.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Manosh Jyoti Borah]
Sr. Officer [C&P]
Ph: +91-0373-2914635; +91-9435384778
E-mail: manosh.borah@bcplindia.co.in;

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SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY

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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

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

1.1.1 Bidder must have **executed** at least one (01) single work order / contract valuing not less than **Rs. 56.33 lakh** for any of the following type of jobs / works.

a) “Operation & Maintenance jobs (including mechanical, electrical, instrumentation & operation related activities.)”

And / Or

b) “Operation & Maintenance jobs (including mechanical, electrical, instrumentation & operation related activities) during shutdown / annual turnaround.

In any Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/ Chemical Plant / Power Plant/ Gas Processing Complex/ LPG Plant/ Offshore platform Processing Complex having minimum value as shown in the table given below in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

‘Executed’ means fully executed and completed.

1.1.2 The present tender is for annual operation & maintenance assistance contract. In this case, if the bidder is executing a maintenance contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC clause no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

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

1.2.1 **TURN OVER:** The **annual turnover** of the bidder must have **minimum value of Rs. 56.33Lakh** in any of the three (03) previous audited financial years ending on 31st March '2016. i.e. **FY: 2015-2016, 2014-2015 & 2013-2014.**

1.2.2 **NET WORTH:** Net Worth of the bidder should be **positive** as per the last audited financial statement i.e. **FY: 2015-2016.**

1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs. 11.26 Lakh** as per the last audited financial statement for the year i.e. the financial year **2015-2016.**

Note:

i) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-15**, having net



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worth not less than **Rs. 100 Crore**, confirming the availability of the line of credit at least for the working capital requirement as stated above.

- ii) Bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. i.e. **FY: 2015-2016, 2014-2015 & 2013-2014.**

1.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:

SN.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
1.	1.1.1	Experience against execution of order	a) Bidder must submit the Copy of Work Order/LOA for the work which has been executed towards "Service Assistance for Operation & Maintenance related activities for any Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/ Chemical Plant / Power Plant/ Gas Processing Complex/ LPG Plant/ Offshore platform Processing Complex" as mentioned in BEC clause no. 1.1.1 along with the details of SOR items & scope of work. b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point "a" above. The Completion Certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion certificate should have been issued by the by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).
2	1.1.2	Experience against execution of running AMC (Annual Maintenance Contract) / ARC (Annual Rate Contract)	a) Bidder must submit the Copy of detailed Work Order/LOA for executing Rate Contract which is still running for "Service Assistance for Operation & Maintenance related activities for any Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/ Chemical Plant / Power Plant/ Gas Processing Complex/ LPG Plant/ Offshore platform Processing Complex" as mentioned in BEC clause no. 1.1.1 along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA for executing Maintenance Contract/ Rate Contract as mentioned at point "a" above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value,

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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/ attested]
			Total executed value, etc. The Execution certificate should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue
	1.2	Financial Experience Criteria- Document (All documents audited financial statements under 1.2.1,1.2.2 & 1.2.3 shall be submitted are required to be duly signed and stamped by a Chartered Accountant and duly Certified/attested by Notary public with legible stamp)	
3.	1.2.1	Annual Turn-over	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement of the preceding three (03) Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014.
4.	1.2.2	Net worth	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2015-16.
5.	1.2.3	Working capital	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2015-16. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-15) from the Bidder's bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.
6	1.2.4	Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only.

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.

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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 exclusive of service tax as quoted by the bidder shall be considered.*
- 2.2 *Bidder not meeting any of the above mentioned criteria shall be rejected without assigning any reason whatsoever.*
- 2.3 *In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2015-16.*
- 2.4 **CPBG: The following CPBG clause shall be incorporated in tender document,**
The contract performance security shall be 7.5% of Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period as per the details mentioned in ITB of tender document. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.
- 2.5 **PPP Policy 2012 as mentioned in ITB of tender document shall be applicable.** *The tendered item is non-splitable or non-dividable.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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



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SECTION-III

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 4 **ONE BID PER BIDDER**

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 Alternative Bids shall not be considered.

- 5 **COST OF BIDDING & TENDER FEE**

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5.1 **COST OF BIDDING**

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

5.2 **TENDER FEE- Not applicable**

6 **SITE VISIT-NOT APPLICABLE**

[B] – BIDDING DOCUMENTS

7 **CONTENTS OF BIDDING DOCUMENTS**

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

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

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

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

8 **CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting**



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is not held. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] / communicated to prospective bidders by e-mail/ fax.

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 **Bids are invited under the Manual Two Bid system.** The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Tender Fee & Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'

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

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

11.1.2 ENVELOPE-II: Price Bid

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

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- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

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

13 SERVICE TAX

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

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

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

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

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

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

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

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

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

13.5.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.



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



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

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

13.10 Tax Deducted at Source [TDS]

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

13.11 Income Tax

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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

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

16 EARNEST MONEY/BID SECURITY:



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



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

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

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

17 PRE-BID MEETING (IF APPLICABLE)

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

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

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

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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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

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

20 **E-PAYMENT**

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



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IDI – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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



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- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

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



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26.2 ***Priced Bid Opening:***

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

27 **CONFIDENTIALITY**

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

28 **CONTACTING THE EMPLOYER**

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

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

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;



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- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes



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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

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

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



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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 10% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

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

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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

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

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahma Putra 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 Brahma Putra Cracker and Polymer Ltd, such decision of Brahma Putra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

Issue of tender document to MSEs free of cost.

Exemption to MSEs from payment of EMD/Bid Security.

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

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

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

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

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

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

In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

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

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

41 AHR ITEMS

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

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

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

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

42 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

43 **INCOME TAX & CORPORATE TAX**

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

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

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

43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

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

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

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

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- 45.1 Brahma Putra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept (s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject (s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahma Putra 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.



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46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahma Putra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.	HOD (C&P) M/s Brahma Putra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

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49 SUBLETTING & ASSIGNMENT

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

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

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

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

51. 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.

52. 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.

53. CHECK MEASUREMENT

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

1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
 - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.

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- c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
 - a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."

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Annexure-I

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

A Definitions:

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

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Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.



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D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

- i) Preparation of Performance Rating Data Sheet
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

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

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

6.0 **EFFECT OF HOLIDAY**

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



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

6.3. Effect on other ongoing tendering:

6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

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10. **ERRANT BIDDER**

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

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

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

.....



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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

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1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
---	----------------	-------

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE16W175MB/00214				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED”				
3	BIDS FROM CONSORTIUM / JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Manosh Jyoti Borah, Sr. Officer (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: manosh.borah@bcplindia.co.in ;				

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C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):
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: <u>BCPL/C&P/LE16W175MB/00214</u>
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Manosh Jyoti Borah, Sr. Officer (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 2914635. Email id: manosh.borah@bcplindia.co.in;

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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. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: manosh.borah@bcplindia.co.in; Date: 13.12.2016 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				

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40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Tendered item (Part) is non-split able / not-divisible.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
41	Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table 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				



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FORMS & FORMATS

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LIST OF FORMS & FORMAT

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

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-2

BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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

F-3

LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMINISTRATIVE BUILDING” LEPETKATA,
NH-37, P.O. LEPETKATA, DIBRUGARH,
ASSAM, PIN – 786 006

Dear Sir (s),

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

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

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

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

This guarantee shall be irrevocable and shall remain, valid up to----- (This date should
be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any further
extension of this guarantee is required the same shall be extended to such required period on receiving
instructions from M/s----- on whose behalf this
guarantee is issued.

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

WITNESS:

(SIGNATURE)
(NAME) :
(OFFICIAL ADDRESS):

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per _____
Power of Attorney No.
Date: _____

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE
CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S
BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

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

.....



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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(A Government of India Enterprise)

F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid"

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

Dear Sir,

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

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

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

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

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

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

Dear Sir,

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



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

F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.



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

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-10

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Please confirm the currency of quoted prices is in Indian Rupees.	
3	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess, Krishi Kalyan Cess	
5	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall	

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	be reckoned from the date of Fax of Intent.	
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	
11	Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.	
12	Please furnish Tender Fee details:	Not Applicable
13	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
14	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
18	All correspondence must be in ENGLISH language only.	
19	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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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: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



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BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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 & phone nos. of Client.	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document 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		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs. 2,25,000.00	YES/NA	NO
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 4 (FOUR) MONTHS FROM BID VALIDITY PERIOD OF 120 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO FOUR MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
4	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.2)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
5	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
6	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
7	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



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

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



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A6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue i. Brief Details/Name (Nature) of Supply ii. Period of Contract/ Order iii. Actual Date of Completion/Execution iv. Executed Value v. Executed Qty, etc		
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]	
B1		Name of Order issuing Agency/Client/Owner/Company		
B2		Order No. & Date		
B3		Brief Details/Name (Nature) of Supply		
B4		Contract/Order Value (in Rs.)		
B5		Period of Contract/ Order		
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		
C	3 rd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]	
C1		Name of Order issuing Agency/Client/Owner/Company		
C2		Order No. & Date		
C3		Brief Details/Name (Nature) of Supply		
C4		Contract/Order Value(in Rs.)		
C5		Period of Contract/ Order		
C6		Completion /Execution Certificate (as applicable) to contain the following:		

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



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		i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
--	--	---	---

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

This is to certify that M/s (name of the bidder with address)
(here in 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-

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE
CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S
BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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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 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
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" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. This certificate is to be submitted on the letter head of Chartered Accountant.



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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR
CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN
UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED

TENDER NO.: BCPL/C&P/LE16W175MB/00214

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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TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE
CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S
BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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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 CONDITIONS OF CONTRACT [GCC]



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

(http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]

PART-A



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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SECTION-V PART-A

NAME OF WORK:

“ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

BCPL, DULIAJAN, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

The Scope of work shall be as per Special Conditions of Contract Part-B.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

Other terms and conditions related to Payment terms are specified in SCC Part B.

6.0 EARNEST MONEY:

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

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX MONTHS** from the date of opening of tender.

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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



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Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W.C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

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

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.



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10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

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



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

13.0 DEFECT LIABILITY PERIOD:

The defect liability period (if any) shall be as per Special Conditions of Contract of Part-B.

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

- 14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - A) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).



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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.00 SCHEDULE OF RATES:

- 20.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.00 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.00 TERMINATION OF CONTRACT:

As per GCC Clause no. 29.

23.00 CONTRACT AGREEMENT:

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



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24.00 SUPERVISION OF WORK:

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

25.00 CLEARANCE OF SITE:

- 25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.00 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:



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

30.0 DEFENCE OF SUITS:

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

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

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.



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- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.



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- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

32.10 The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company. Persons/labors/vehicles without gate passes shall attract penalty.

32.11 The contractor shall arrange to make police verification of all labors for working in site plant premises at his own cost as rules of the company and copies of the same also to be submitted to EIC.



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33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 33.6 The venue of arbitration shall be Guwahati.
- 33.7 The award of the Arbitrator shall be final and binding on both the parties.
- 33.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

34.0 JURISDICTION:

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



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35.0 PRICE PREFERENCE:

Price Preference to Central/State Government/Public Sector Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.

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

- 36.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 36.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- 36.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- 36.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

- 37.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- 37.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

38.1 SUB LETTING OF WORK:



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

38.2 **AFFIDAVIT:**

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

39 **PF REGISTRATION:**

Bidder should have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid or Confirmed That Pf Registration Certificate Shall Be Provided before Commencement of Work (If Awarded).

The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

40.0 **PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:**

40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of ₹Rs. 5,000.00 per occasion.

40.2 Violation as above resulting in:

40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of ₹Rs. 2, 00,000.00) per injury in addition to ₹Rs. 5,000.00 as in para 40.1.

40.4 Fatal accident, a penalty of 1% of the contract value (maximum of ₹Rs. 10, 00,000.00) per fatality is addition to ₹Rs. 5,000.00 as in para 40.1.

41.0 **Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers)**

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

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than



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one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC / ST entrepreneurs. This quota is to be transferred to other MESs in case of non - availability of MSEs owned by SC / ST entrepreneurs.

- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- vi) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC / ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

CA CERTIFICATE FORMAT FOR MSE TO WHOMSOEVER

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

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

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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

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

42.0 PRICE REDUCTION SCHEDULE:

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.



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SCC-Part 'A' (ANNEXURE –I)

NO DEVIATION CERTIFICATE

**BRAHMAPUTRA CRACKER & POLYMER LIMITED
LEPETKATA, DIBRUGARH, ASSAM**

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 exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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SECTION – VI

SPECIAL CONDITIONS OF CONTRACT [SCC]

PART-B



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SPECIAL CONDITIONS OF THE CONTRACT (SCC) Part-B

NAME OF WORK: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN OF M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

1.0 GENERAL:

- 1.1** Work is purely temporary in nature for assisting/carrying out regular Operation & Maintenance activities of Mechanical, Electrical, Operation & Instrumentation requirements in GDU, Duliajan.
- 1.2** The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.3** Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.4** Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5** The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6** The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.
- 1.7** The contractor shall not be allowed to award Sub-agency (agencies) or sub-contracts for carrying out the activities as per scope of work.
- 1.8** The minimum technical details required for bidding has been incorporated in the Technical Specifications & Detailed Scope of Work (Ref **Annexure-II**) for Operation & maintenance activities.



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- 1.9 In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of BCPL or any of its employee that the information submitted by the bidder, regarding experience etc., is false, BCPL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with BCPL.
- 1.10 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by BCPL engineers and contractor has to be strictly adhering to the instructions of BCPL Engineer or person/agency nominated by EIC.

2.0 LOCATION OF WORK:

- 2.1 The entire work is to be carried out at Gas Dispatch Unit, Duliajan, Assam. All necessary security measures/safety permits will have to be invariably obtained by the contractor for working in the premises of the plant. GDU, Duliajan is situated at a distance of 60 km from Dibrugarh town.
- 2.2 The contractor has to execute the overall Operation & maintenance activities of Operations, Mechanical, Electrical & Instrumentation nature including modification jobs in GDU, Duliajan of M/s BCPL as per Scope of Work (Reference **ANNEXURE-II**) and as per instructions of ENGINEER-IN-CHARGE (EIC). However, for urgent requirement (if the existing contractor working in that area fails to deliver or any other emergency determined by BCPL) as per instruction of EIC, the contractor has to execute the jobs covered in / similar to items of this contract in any other area / plant of BCPL on same rates, terms and conditions.
- 2.3 It is understood that before quoting the rates/prices, the bidder has visited the Work site and has acquainted himself fully with the nature and quantum of job/work can be carried out by him in case of award of contract – Ignorance of this will not be considered after the award of contract. The contractor will be responsible to complete the entire job/work in all respect, including any other work necessary to complete the job satisfactorily, though especially not covered in Scope of work & technical specifications. BCPL reserves the right to award the work.
- 2.4 All the contractors' men, who would be deployed in GDU, Duliajan, should strictly follow all safety rules & regulations. They should be conversant with the safety precautions to be followed in plant. The contractor shall abide by the advice and guidance of the safety officer in the plant in addition; the contractor shall follow the safety codes framed from time to time. Smoking inside the plant is strictly prohibited. No contractor man are allowed to



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possess match boxes, lighters, cigarettes, biddies, transistors, mobile phones / tablets or any other material which may cause fire hazards.

3.0 TECHNICAL SPECIFICATIONS & SCOPE OF WORK:

The detailed scope of work for the contract for “Annual Operation & Maintenance Assistance Contract for carrying out O&M activities in GDU, Duliajan of M/s Brahmaputra Cracker and Polymer Limited” is mentioned in “Scope of Work” (the next chapter of the tender documents.)

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The 'Duration / Period of Contract for all jobs listed under “Scope of Work “and “Schedule of Rates” shall be **One year** (i.e. 12 months) which shall be reckoned from the mutually accepted date after issue of LOA and Party has to mobilize accordingly as per instruction of EIC. Based upon the requirement of the job, BCPL may extend this contract for a further period of 03 (Three) months or part thereof on the same rates, terms and conditions which will be as per discretion of BCPL and shall be binding on the contractor.

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in charge after applicable deduction of Income Tax and any other taxes and duties.

5.1 Payments shall be made against 'Bills' [in standard 'pro forma'], submitted in 'Triplicate' [i.e. three (03) hard copies] and 'one [01] soft copy', including all measurements [after 'joint measurements' with "EIC / BCPL's authorized representative(s)"].

5.2 The CONTRACTOR, on completion of services for each month shall submit monthly R.A. bill on pro-rata basis of SOR rate complete in all respects in quadruplicate and duly certified by the EIC along with progress reports. The payment will be done on monthly basis on receipt of duly certified bills for previous months services rendered along with:

- i) Copy of ECR for PF submitted to PF authority.
- ii) Copy of ECR for ESIC submitted to authority (if applicable).
- iii) Copy of EC insurance policy.

5.3 The contractor is required to submit copies of Electronic Challan cum Return (ECR) along with online uploaded list of contract workers/members for proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contributions with respective authorities for the contract workers engaged by him in BCPL while submitting monthly bills. In absence of ECR and online uploaded list of contract workers/members the monthly bills would not be processed. All payments shall be released within 30 days after receipt of relevant documents complete in all respects and certified by EIC. No interest charges for delay in payment, if any,



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shall be borne by Owner. The CONTRACTOR's request(s) for payment shall be made to BCPL in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by shipping documents submitted and upon fulfillment of other obligations stipulated in the Contract.

- 5.4 Payments will be made on the basis of 'joint measurements' taken by the Contractor and "EIC / BCPL's authorized representative(s)", and after necessary verification & certification by "EIC".
- 5.5 All taxes, duties, levies shall be deducted from the Bill(s) as per the applicable rules, regulations and amendments issued by the government from time to time.
- 5.6 Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].
- 5.7 Payment of "part rates" against the approved tendered rates for item(s), may be made against the 'running account bills / final bill' at the discretion of "EIC" for not performing the work as per technical specifications, terms & conditions.
- 5.8 Payment against Final Bill shall be released after completion of the contract in all respect.

6.0 ENGINEER-IN-CHARGE [EIC]

- 6.1 BCPL shall nominate the "Engineer-in-Charge [EIC]" for the works under the Contract.
- 6.2 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the issued instruction/specifications.
- 6.3 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.
- 6.4 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work" and/or "SOR" shall be final and binding on the Contractor.

7.0 WORK PROCEDURES:

- 7.1 The Operation & Maintenance activities have to be carried out as per standard maintenance/ engineering practices and as per instructions of ENGINEER-IN-CHARGE. The Scope of Work is given in **Annexure-II**. In case of any discrepancies, the decision /interpretation of EIC shall be final.



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- 7.2 Contractor shall start the job after getting intimation from EIC/Representative of EIC. Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of Engineer-in-Charge. In case of any unforeseen situation, Job can be stopped midway only after getting permission from EIC. Depending upon the criticality of the job EIC can ask contractor to deploy suitable category of manpower as per job requirement.
- 7.3 The Contractor has to generate document and maintain record of executed jobs and take signature of the concerned Engineer for completion of the job on Daily Activity Report/ "Work Intimation slip"/ in the format introduced by EIC from time to time, failing which the same shall not be considered for billing. In normal circumstances contractor has to get certifications of all the jobs done in the previous month by first week of present month.
- 7.4 The Site Activities may be executed during all times and all weather conditions on round the clock basis including, General Holidays, National Holidays, May day, etc. as per the requirement of BCPL (hereinafter referred as BCPL) and to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates.
- 7.5 For all the jobs, the transportation of equipment's/spares/consumables/piping materials/structural materials from main store (C&P)/unit store to site and from one unit to the other, and from point to point, shall be in the scope of the contractor and contractor shall not be paid for these jobs separately unless otherwise covered in SOR.
- 7.6 For all the jobs the cutting of gaskets/gland packing /preparation of O-rings/Packings etc., if required to execute the job, shall be in the scope of the contractor and contractor shall not be paid for these jobs separately.
- 7.7 For all the jobs of rotary equipment's, taking the alignment readings before any maintenance shall be in the scope of the contractor and contractor shall not be paid for this job separately.
- 7.8 Shifting of items for maintenance/ repair/ machining/ welding etc. for completion of activities shall be in contractor's scope and contractor shall not be paid for shifting of items separately.
- 7.9 Lifting, shifting & lowering of equipment's on the equipment's foundation or taking away the equipment from foundation/skid to any other place like workshop or any other suitable location for purpose of maintenance/repair as per site engineer's Instruction shall be in contractor's scope and contractor shall not be paid for these jobs as per provisions made in SOR.
- 7.10 Shifting of any materials like-spares, equipment, piping's, structural etc. for repairing/modification/development from work location to workshop and bring back the same shall be in the scope of contractor. Sending sample to workshop and bringing any newly made spares/piping-structural materials from workshop shall also be in the scope of contractor.



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- 7.11 Any scope of work shall be deemed completed only after successful trial including leak testing and cleaning of the area up to the satisfaction of BCPL engineers. Job shall be considered as incomplete if the quality of the job is not up to the satisfaction of BCPL Engineers. In case of repetition of the jobs due to poor workmanship/negligence at contractor side the same shall be carried out by the contractor without any additional cost implication to BCPL.
- 7.12 Contractor has to ensure cleaning of fasteners and greasing whenever and wherever opened, before boxing up.
- 7.13 Cleaning of the area/equipment after completion of jobs and shifting of scraps from job location to nearest scraps bin in plant premises shall be in the scope of the contractor.
- 7.14 The Contractor shall ensure the quality of the jobs carried out. In case of repetition of jobs due to faulty workmanship/negligence attributable to contractor, same shall be carried out by the contractor without any additional cost implication to BCPL.

8.0 TOOLS, TACKLES, MACHINERY, CONSUMABLES:

- 8.1 The contractor shall always keep available required tools and tackles, welding / grinding machines, Gas cutting arrangements, lifting tools, all consumables like welding electrodes, DA & Oxygen cylinders, Argon Cylinder, Grinding wheels, cables, regulators, and other material as may be considered necessary by the ENGINEER-IN-CHARGE for timely and efficient performance of the jobs as spelt out in the scope of work.

LIST OF GENERAL TOOLS

General tools to be kept available as mentioned in scope of work (**Annexure-II**) for different nature of jobs respectively.

- 8.2 Contractor has to ensure availability of welding consumables for meeting plant requirement. However in case of emergency electrodes/ filler wires/ consumables can be provided by BCPL, if available, total cost born by BCPL towards procurement of these electrodes plus 15% shall be deducted from contractor's bill.
- 8.3 The tools, machineries and consumables envisaged for the execution of the activities are indicated in the **Annexure-II** and all these items are to be arranged & made available by contractor at site/contractor's site store without any extra cost implication.
- 8.4 Contractor is required to keep all the measuring tools calibrated from time to time from the NABL certified laboratories at his own cost as per ISO – 9001 requirements. In case party fails to submit proof of calibration of measuring tools within 15 days from mobilization at site an amount of Rs 500/- per day shall be penalized and same shall be deducted from the contractor's bill. On expiry of validity of these certificates during contract duration, a deduction @ Rs. 500 per day shall be made from the date of expiry of validity till the date of revalidation.



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- 8.5 Laying of cable and other accessories required for fabrication jobs i.e. welding, grinding, drilling etc. and office connection is to be arranged by contractor.
- 8.6 The contractor has to use lifting devices duly tested and certified by the competent person / agencies approved by State/Central approval Rule i.e. **(Director of Factories, Assam as per section 28/29 of Indian factories act 1948 (Rule 55 - A, of the Assam Factories Rules – 1950))**. All statutory clearances relating to lifting device are to be made available at site. In case party fails to submit proof of appropriate test certificate of lifting tools within 15 days from mobilization at site an amount of Rs. 500/- per day shall be penalized and same shall be deducted from the contractor's bill. On expiry of validity of these certificates during contract duration, a deduction @ Rs. 500 per day shall be made from the date of expiry of validity till the date of revalidation.
- 8.7 All the materials (like piping, clamps, grating etc.) required for scaffolding shall be in the contractor's scope.
- 8.8 Contractor has to ensure separate technician tool box with necessary tools /safety device/measuring instrument as indicated in **Annexure-II**.
- 8.9 Tools and tackles mobilized by the contractor shall be inspected by BCPL personnel quarterly. A clear record of all tools tackles shall be maintained by the contractor for inspection. All measuring tools & tackles shall be properly tagged for easy identification. Abnormalities observed during the inspection shall be made up by the contractor within reasonable time. Fitness certificates of various lifting tools & tackles viz. lifting belts, chain pulley blocks, D-Shackles etc. are to be kept ready at contractor's store for ready reference as and when required. Inspection of tools & tackles to be done on timely basis and damaged items to be rejected & replaced with new ones.
- 8.10 The stores of the contractor can be checked by Engineer-In-Charge or his authorized representative for any unauthorized material not passed from the main gate or cross check the materials to ensure availability of required tools and tackles.
- 8.11 Each Fitter gang should also have Own tool box, GI tray of sufficient size to keep the spares, Jute, Markin Cloth, Any other material/Consumables/Rustolene etc. to clean the spare parts.
- 8.12 Gas Cutter should have adequate Oxygen and acetylene/LPG cylinder on daily basis. Tools, Kit for gas cutting shall be in the scope of the Contractor. Welding gang should have all general purpose fabrication electrodes like E 6010, E 6018 etc. of diameter ranging from 1.5 mm to 4 mm ϕ . Welding gang should also have mild steel & stainless steel filler wire ranging from 1mm to 2mm. Also welding gang should be equipped with AC or DC Welding machines with all accessories.
- 8.13 Boiler suits are to be kept available to workmen in sufficient quantities for various specific jobs as & when required. Workmen working without boiler suits in Hot jobs, Confined space etc. shall attract penalty.



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9.0 MANPOWER (ALL CONTRACTOR EMPLOYEES) RELATED CLAUSES:

- 9.1** The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company"s/ agency"sname with specific color along with safety shoes and helmets. The use of uniform / protective clothing is a must for each workman at site. Failing to supply of Safety equipments and uniform / protective clothing to the workmen, the EIC have the power to impose a suitable penalty on the contractor and the same shall be deducted from the contractors monthly Bill.
- 9.2** Employees/ workmen of contractor shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum. They shall be medically fit and fully competent to perform the work Personnel employed by the contractor and supervisor working on the role of the contractor.
- 9.3** The contractor shall employ such workers who are above 18 years of age.
- 9.4** Transportation of contract employees to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.
- 9.5** The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and meet all statutory obligation of payment as per minimum wages act. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 9.6** In-case of plant emergency contractor has to be mobilized extra/addition manpower as per instruction of EIC. Payment will be made as per labour wage act for the additional manpower against job sheet measurement.

10. EXPERIENCES AND QUALIFICATIONS:-

- 10.1** For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements. To provide assistance for various technical services for Mechanical, electrical, instrumentation and Operational/Process works for assistances etc. offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance will be accepted by BCPL only after quality check of assistance after reviewing the experience and qualification.



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10.2 All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

Sl No	Category	Qualification
1	Plant Operator	Minimum Degree/Diploma in Chemical/Mechanical Engineering with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/Fertilizer or any other big chemical process plant Or B.Sc. with Physics/Chemistry with minimum 4 years of experience working in a Chemical/ Petrochemical/ Refinery/ Fertilizer or any other big chemical process plant.
2	Mill Wright Fitter/ Technician	Minimum Diploma in Mechanical Engineering with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or ITI Certificate in Mechanical/ Fitter/ Technician and relevant trade with minimum 4 years of experience of working in a Chemical/Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or High School passed with 10 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/Power Plant or any Other big chemical process plant.
3	Electrician/ Instrumentation technician	Minimum Diploma in Electrical/Instrumentation Engineering with minimum 2 years of experience of working in a Chemical/ Petrochemical/Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or ITI Certificate in Electrical/Instrumentation and relevant trade with minimum 4 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or High School passed with 10 years of experience of working in a



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		Chemical/ Petrochemical/ Refinery/ Fertilizer/Power Plant or any Other big chemical process plant.
4	Fitter/Welder	Minimum ITI Certificate in Mechanical/ Fitter/ Technician and relevant trade with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or High School passed with minimum of 03 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/Power Plant or any other big chemical process plant
5	Grinder/ Gas Cutter/ Rigger	Minimum Matric/High School passed with 03 years of experience of working in a Chemical/ Petrochemical/ Refinery/Fertilizer/Power Plant or any other big chemical process plant

10.3 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their not having appropriate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by “ENGINEER-INCHARGE”, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of “ENGINEER-IN-CHARGE”. In case of any dispute the decision of “ENGINEER-INCHARGE” shall be final and binding.

10.4 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline.

10.5 For this job contractor shall provide skilled person on all days of week including Sundays and Gazetted Holidays as per site requirement or as per instruction of EIC. Contractor shall also make arrangements for extra personnel, as and when required and as instructed by EIC, to assist in various operation and maintenance requirements.

10.6 Bidder to ensure minimum basic experience & qualification while selecting the highly skilled/ skilled/ semiskilled/unskilled working person meeting the qualifying criteria as per RFQ. Final selection will be done by BCPL.

10.7 The contractor will ensure engagement of Project Affected Persons (PAP) and local persons in Semi-skilled & Unskilled category of the work for which the list of such persons will be provided by the authorized person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

11.0 SUPERVISION OF WORK



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- 11.1 The contractor himself is solely responsible for supervising his own manpower and he should be able to manage all site related O&M activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. Contractor shall also be able to make arrangements for additional/extra manpower assistance services as instructed by EIC as and when required.
- 11.2 All the personnel engaged by the contractor shall report to EIC or authorized representative of BCPL daily for allocation of job.
- 11.3 The contractor must be capable to arrange crews in case of emergency, immediately at site.

12.0 WORKING HOURS

Normal working hours will be from 8.30 A.M. to 5.00 P.M in a day for general shift with a break of half an hour for lunch. Further, works will be carried out by contractor personnel on 8 hr shift basis i.e. 3 shifts per day for round the clock service and BCPL may operate 2 or 3 shifts in a day as per BCPL requirement & 1 MAD (man day) is 8 hrs and working time can be changed as per requirement of work as decided by EIC.

13.0 MANPOWER REQUIREMENT:

- 13.1 The Contractor is required to keep adequate resources to cater the requirements of the plant. In general, Contractor may have to carry out jobs simultaneously at different location in general shift and normal shift. Further it is envisaged that the gang of workers for carrying out the job in plant at one location shall in general consist of proper category of manpower like one MWF/Fitter, one or two Riggers, One or two helpers, One Electrical Technician & One Instrument Technician depending upon the nature of the job along with dedicated tools and tackles. Moreover for round the clock operation GDU as well as GEG a group of operator, helper and electrician will be required in shift pattern.
- 13.2 The required manpower as mentioned above is indicative only. However the contractor shall be required to deploy additional resources as per need of the job. Also during the breakdown / shutdown of the plant the need of man-power and tools-tackles will be much more and contractor shall be required to arrange additional man-power and tools-tackles as per instructions of Engineer-In-Charge at a short notice. In case of any delay in job execution due to non-availability of required manpower, contractor will be held responsible.

14.0 SUPERVISORS/SAFETY OFFICERS:

- 14.1 All jobs in this contract are to be carried out under proper supervision. Contractor has to ensure effective supervision of all the jobs carried in plant through experienced and



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adequately qualified personnel. The supervisor should be well qualified and should have adequate knowledge on safety aspects of working in petrochemical plants.

14.2 However, depending on job requirement esp. during breakdown / shutdown the number of supervisors may have to be increased as per advice of EIC.

14.3 For over-all supervision, the contractor shall depute a Graduate with minimum 02 years or Diploma holder with minimum 3 years of relevant experience for the contract period, who will be its site in charge preferably working in General shift. Also one supervisor (Graduate with minimum 02 years or Diploma holder with minimum 3 years of relevant experience) to be deputed in each shift A, B and C accordingly every day. A supervisor must always be present at site during each shift to supervise workmen. Absence of Supervisor in any shift and Site in charge shall attract penalty as decided by EIC or three times as per labour wage act.

15.0 SITE OFFICE & STORE:

The contractor has to maintain his site-office & Store at his own cost. Space for site office/Store shall be provided by BCPL. Also workers working for maintaining contractor's site office/store shall not be payable by BCPL under this contract.

16.0 SCOPE OF SUPPLY BY BCPL:

The followings shall be under owner's scope for execution of the Schedule of works, which shall be provided to the Contractor free of cost, unless otherwise stated:

16.1 Spare parts for the execution of site activities, shall be in the scope of BCPL.

16.2 All piping material, valves, pipe fittings, structural materials, Plates, etc. required for execution of work, shall be in the scope of BCPL.

16.3 All hardware e.g. Nuts, Bolts, Studs, Washers, Gaskets, gland packing etc. diesel, Cleaner, penetrant (except DP test), markin cloth, cotton waste, valve lapping compound, Lube Oil, Grease, Sealing pastes , etc. shall be in the scope of BCPL.

16.4 Plugs for heat exchanger for tube plugging shall be in the scope of BCPL.

16.5 Machining jobs, radiography, pre & post weld heat treatment, if required, shall be in the scope of the owner. However cost towards radiography testing for penalty joints to be borne by contractor.

16.6 As per job requirement, special tools like Hydraulic Torque Wrench, Pneumatic Torque Wrench, Torque wrenches, Hydraulic flange spreaders, special non-sparking tools, special tools for compressor, Turbine, and other rotary equipment's, Boro-scope and other special tools /devices etc. shall be in the scope of BCPL.



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16.7 Heavy equipment like Crane, Tractor Trailer, Hydra, Fork- lifts, BOT etc. shall be provided by BCPL free of cost, if available, for smooth execution of maintenance activities whenever required.

16.8 Space for fabrication yard shall be provided BCPL free of cost. However after expiry of the contract, the contractor shall demolish his office & clean the area to the satisfactions of ENGINEER-IN-CHARGE at his own cost.

17.0 UTILITY SUPPLY BY BCPL:

17.1 Service air, service water shall be provided to the contractor free of cost at one point. The contractor has to make his own arrangement to use the same at work site by extending pipe line, etc. as per requirement

17.2 Electric power shall be provided to the contractor free of cost at a single point. The contractor has to make his own arrangement to use the same at work site by extending cable, etc. as per requirement.

17.3 Space for office shall be provided by BCPL, if required and available. However, after expiry of the contract the contractors shall demolish his office & clean the area to the satisfactions of EIC, at his cost.

17.4 Intercom telephone facility can be provided to contractor at a particular point as per convenience of BCPL. The contractor has to make his own arrangement to use the same at work site by extending cable, etc. as per requirement.

18.0 SAFETY, SECURITY RELATED CLAUSES:

18.1 The contractor shall provide personal protective equipment's including Cotton cloth uniform with specific color, safety shoes, safety helmet, Welding goggles, Grinding goggles, hand gloves, safety belts, safety net and rope ladders etc. as per prevailing safety norms, to all the personnel deployed for the execution of the maintenance activities. 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.

18.2 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in **appropriate cotton uniforms/dungaree embroidered with company's/ agency's name with specific color along with safety shoes and helmets**. The use of uniform / protective clothing is a must for each workman and supervisor working on the role of the contractor.

18.3 A proof for purchase and distribution of **protective clothing's (cotton uniforms/dungarees)**, safety shoes (two pairs of **cotton uniforms/dungarees, two pairs of socks and one pair of good quality safety shoes per year**) and other safety kit and liveries (in



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terms of the safety provision under factories Act 1948, any other Acts or any provision indicated elsewhere in this document) shall be submitted by the contractor.

- 18.4** Special safety equipment like breathing apparatus, gas masks, etc. shall be provided by the contractor. Eyes" protection kits will also be provided by the contractor, whenever required. Contractor will be responsible for the same.
- 18.5** All jobs are to be carried out under "Permit system" on receipt of the intimation from S/I or site engineer .The contractor has to cross check for ensuring availability of "Safety work permit" duly signed by process/safety personnel with respective S/I or site engineer before starting the jobs. The contractor has to comply all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "ENGINEER-IN-CHARGE". Contractor shall intimate the concerned S/I of site engineer after completion of job. 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.
- 18.6** Contractor shall maintain first aid facility for his employees, however first aid available with BCPL will be provided by BCPL if available. Remaining expenditure towards treatment of contractor's employee will be borne by contractor.
- 18.7** The Contractor shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss BCPL will not be held responsible.
- 18.8** All the employee of contractor should observe the security and safety related rules and regulations introduced from time to time by BCPL management.

19.0 PENALTY CLAUSE FOR SAFETY VIOLATION

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

- 19.1** For first time violation of safety rules & regulation by contractor, HOD (F&S) will issue a warning letter to contractor with intimation to EIC.
- 19.2** In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with HOD (F&S). A warning letter will also be issued by EIC to contractor.
- 19.3** In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5000/- and in multiple of Rs.5000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.
- 19.4** In case of consistent violation of safety rules & regulation by contractor, BCPL reserves the right to take suitable action against contractor including forfeiture of security deposit and termination of the contract and upon such termination BCPL shall have the right to remove the contractor's materials from site.



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19.5 Safety Violation as above resulting in:

- i. Any physical injury, a penalty of 0.5% of the contract value per injury in addition to Rs. 5,000.00 as in above Pt (3).
- ii. Fatal accident, a penalty of 1% of the contract value per fatality in addition to Rs. 5,000.00 as in above Pt (3).

20.0 **PENALTY/TERMINATION CLAUSE FOR NON PERFORMANCE, IF ANY:**

- 20.1** In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk and cost and responsibility of the contractor. In addition 15% of the service charges will be deducted from the contractor's dues.
- 20.2** If the contractor fails to mobilize the required resources within reasonable time as decided by ENGINEER-IN-CHARGE, BCPL may get the work done through other agency at the risk and cost of the contractor and the security deposit of the contractor may liable to be forfeited.
- 20.3** In case of delay in execution of job EIC at his discretion may impose a penalty of Rs2000/-per distinct case of delay. The time taken by contractor for any job shall be considered as the duration from intimation received by the contractor supervisor to the completion of the job in totality. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.
- 20.4** EIC at its discretion may also make recovery from contractor's bill, If the contractor neglects/fails to execute jobs/ his duties included in the Scope of Work up to the satisfaction of EIC during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect. The recovery shall be limited to a maximum of Rs2000/-per distinct case of neglect. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.
- 20.5** In case of consistent non-performance of contractual obligations and violation of terms and conditions of the contract, BCPL reserves the right to get the work done through other agency at the risk and cost of the contractor and to take suitable action against contractor including forfeiture the security deposit and termination of the contract.
- 20.6** Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract or part of the contract after giving 07days notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have



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the right to remove the contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

LAPSE: If the requisite manpower is not provided in any shift, it will be considered as a lapse. **For each lapse an amount equivalent to three times the latest minimum wage of the person with defined skill rates as per the Central Government notification will be deducted from the RA bills.**

20.7 LATE REPORTING: The personnel deployed by the contractor should report to duty on time. For every late reporting up to 1 hour a penalty of Rs. 200 /- per person will be levied. If the contract person reports more than one hour late in any shift, it will be also be considered as a lapse and the penalty as per Clause 20.7 will be levied.

21.0 **TERMS OF PAYMENT:**

- 21.1** The Measurement of Work and payment thereof will be done as deliberated in measurement and payment methodology.
- 21.2** Contractor is required to submit monthly running bills in quadruplicate to ENGINEER-IN-CHARGE along with the copies of separate measurement sheets of executed jobs during previous month by first week of every month, for job certification and payment. The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.
- 21.3** The payment shall normally be made within 30 days of submission of bill to ENGINEER-INCHARGE by Finance Department after statutory deductions.
- 21.4** As per present practice RA bill will be processed after obtaining Site Clearance certificate from Operation & F&S department by the Contractor. However, any further 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.
- 21.5** In case of any damage to BCPL's property occurs during the execution of work due to contractor or of his employees, deduction will be made from the total claims according to the total evaluated cost of the damaged article. The evaluation of the damage will be done at the sole discretion of BCPL as decided by the ENGINEER-IN-CHARGE.
- 21.6** The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labor up to the previous bill has already been deposited with the PF commissioner.
- 21.7** Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.



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21.8 No mobilization advance shall be paid.

21.9 In no case payment of the bills shall be made if the jobs are not certified by the site engineer from time to time.

22.0 DOCUMENTS TO BE ATTACHED WITH BILL:

Following documents are to be furnished along with the bill at the frequency as given in the table. 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: **DOCUMENTS TO BE SUBMITTED WITH MONTHLY BILL**

SL. NO.	DOCUMENT	PERIODICITY
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill
B	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)	With first bill
C	Copy of Contract Agreement	With first bill
D	Gate Pass Details	Every month
E	Contractor has to maintain registers under Contract Labour(R&A) Act, 1970 like:-	
E1	Register of workmen employed by contractor in Form XIII,	Every month/ Regular maintenance
E2	Muster Roll in Form XVI	Every month/ Regular maintenance
E3	Register of Wages in Form XVII	Every month/ Regular maintenance
E4	Register of Deduction in Form XX	Every month/ Regular maintenance
E5	Register of Fines in Form XXI	Every month/ Regular maintenance
E6	Register of advance in Form XXII	Every month/ Regular maintenance
E7	Issuance and maintenance of Wage Slip in Form	Every month/ Regular



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	XIX	maintenance
E8	Issuance of valid identity Card by the contractor in Form XIV	Every month/ Regular maintenance
F	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable	
F1	Copy of PF Registration letter from RPFC	one time

23.0 RESPONSIBILITIES OF THE CONTRACTOR AND ADHERENCE/COMPLIANCE TO VARIOUS LABOUR LEGISLATION/INDUSTRIAL LAWS:

- 23.1** The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952. It is also recommended that Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its worker in EPFO, Tinsukia.
- 23.2** The contractor must submit the proof of depositing PF contribution with RPFC of their workmen in form of monthly ECR Mandate, Confirmation slip and Acknowledgement slip along with PF Challan with monthly RA Bills.
- 23.3** The contractor is responsible for obtaining the labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of RLC (Central), Ministry of Labor, Govt. of India, Dibrugarh.
- 23.4** The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 23.5** The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of 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.
- 23.6** The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month. Disbursement of wages must be witnessed by representative of Principal Employer.
- 23.7** The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 23.8** The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 23.9** All personnel deployed by the contractor should be on the rolls of the contractor.



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- 23.10** The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 23.11** The contractor is required to maintain register and records as required under different laws.
- 23.12** The contractor shall ensure to obtain Employees Compensation Insurance Policy covering the risks of accident at the Workplace and injury sustained out of or in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed there under.
- 23.13** The Contractor shall take care of the health insurance in respect of their employees and workmen deputed for this work.
- 23.14** The contractor will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- 23.15** The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor.
- 23.16** Contractor has to be strictly adhere to guidance, instruction when required.
- 23.17** Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 23.18** Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 23.19** While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of centre / state / local statutory authorities.
- 23.20** All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant.
- 23.21** Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 23.22** Boarding and lodging facilities for contractor's personnel for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 23.23** Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.



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- 23.24** The contractors will be required to provide full body harness safety belt for all their workers working at site positively.
- 23.25** The contractor should submit a valid health check-up certificate of their workers/laborers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 23.26** Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 23.27** All types of transport connected with the work shall be in the scope of the contractor.
- 23.28** Suitable site office space may be provided by BCPL if required and available.
- 23.29** BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 23.30** All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 23.31** Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 23.32** In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 23.33** The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

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

- 24.1** Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 24.2** In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.



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- 24.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- 24.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

24.0 SUBMISSION OF ATTESTED/NOTARIZED COPIES OF CERTIFICATES/DOCUMENTARY

EVIDENCES:

- 24.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp.
- 24.2 Further, the bidders are required to furnish the copy (ies) of Power of Attorney/Partnership Deed duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp.
- 24.3 Bidders are required to furnish the copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp.
- 24.4 Non-submission of the copies of the certificates/documents duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp will render the bid nonresponsive and liable for rejection.

25.0 RATES FOR 'EXTRA ITEMS'/'ADDITIONAL WORK'

- 25.1 BCPL reserves their right to execute any 'additional / extra works', during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by BCPL, Contractor is required to extend necessary cooperation, and act as per the instructions of "EIC/ BCPL's authorized representative(s)".
- 25.2 Payments for such 'additional works' / 'extra item(s)' [i.e. item(s) not covered under "SOR"] shall be dealt as per provisions of "GCC".
- 25.3 All other terms & conditions of the contract shall be as per "GENERAL CONDITIONS OF CONTRACT [GCC]".
- 25.4 Prior to submission of 'offer/bid', bidder must visit the 'site of works' to assess the 'nature & quantum of work' actually involved and also have fair idea about the current demand of the highly skilled assistance in the area.



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SECTION – VII

SCOPE OF WORK



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SCOPE OF WORK

NAME OF WORK: ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN OF M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

- I. In general the nature of the job shall be as per Scope of Works given under the headings below i.e. Mechanical Works, Instrumentation Works, Electrical Works and Operation/Process works. However, detailed specification of jobs shall be as per details given in this contract, as per drawing/sketches/as shown at site or as per instructions of Engineer-In-Charge & as per standard Operation & Maintenance Practice followed in any hydrocarbon processing industry.
- II. The nature of the job is such that it may be staggered throughout Contract period or less (day & night) & contractor shall have to mobilize sufficient manpower at a short notice on as and when required basis as per site requirement and as per instruction of EIC. The Contract duration will be for a period of One year.
- III. The Contractor shall pay to the labors as per the latest applicable/notified minimum wages which shall be effective with time to time as per issued circulars of Minimum wages act. Moreover, skill and experience shall be given more importance in accordance with respect to the wages. Also, all levies and benefits shall be in accordance with labor and contract laws.
- IV. As per the Scope of Work and Special conditions of contract, the contractor must be held responsible for all work and manpower related issues. Contractor must ensure the offered rates are reasonable and executable for the Schedule of Rates.
- V. **The Major equipment/area & Utility Systems for Operation & Maintenance Activities are listed below:**
 - I. Gas Turbines and its auxiliaries
 - II. Centrifugal / Reciprocating compressors and its auxiliaries
 - III. Centrifugal / Reciprocating pumps and it
 - IV. Gas dehydration unit.
 - V. Raw/service water system.
 - VI. Captive power plant
 - VII. Firefighting system
 - VIII. Electrical sub-station
 - IX. Scraper launcher and receiver area.
 - X. Rich and lean gas metering system
 - XI. Integrated piping system and its accessories.
 - XII. Lifting and shifting system.
 - XIII. Compressed Air System a) Screw type Air Compressors.

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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- b) IA dryers & receivers
- c) Air receivers

XIV. PSA type N2 generators.

1) **MECHANICAL WORKS:**

1.1 **Scope of work for providing assistance for Mechanical Maintenance activities in GDU, Duliajan of BCPL.**

Various services for assisting the activities of Mechanical Maintenance of GDU, Duliajan of BCPL are tentatively described as below –

- 1.1.1 Inspection & Alignment of all types of pumps
- 1.1.2 Replacement of mechanical seals & bearings of pumps etc.
- 1.1.3 Various types of activities in reciprocating and centrifugal compressors, gas turbines, hydraulic turbines, fans, blower's viz. replacement of filters, strainers, lubrication assistance, greasing, repairing, refurbishment, precision works etc.
- 1.1.4 Overhauling of Diesel Engines, Diesel Generators & routine Inspection Checks.
- 1.1.5 Repair, Maintenance & Overhauling of all types of Rotary Equipments.
- 1.1.6 Opening, Inspection, Cleaning & Box up of Pipelines, Process Vessels, Heat Exchangers etc.
- 1.1.7 All type of Alignment between two rotary components, Couplings etc.
- 1.1.8 Replacement/Cleaning of filters elements/Cartridges.
- 1.1.9 Opening & boxing up flanges & replacement of gaskets etc.
- 1.1.10 Removal & reinstallation of valves etc.
- 1.1.11 Maintenance, repairing, refurbishment of mechanical components like valves, gear boxes, agitators etc.
- 1.1.12 Strainer repairs, net fixing, tray fixing etc.
- 1.1.13 Preparation of scaffolding platforms. Contractor should have sufficient scaffolding material in unit at GDU, Duliajan.
- 1.1.14 Executing Work at height, Work in confined space etc.
- 1.1.15 All type of rigging works like slinging, knots, proper handling of equipment's/ components lifting, shifting, mounting, dismantling of equipment's& components etc.
- 1.1.16 All type of fabrication and erection like Fittings, welding, gas cutting, grinding, erection etc.
- 1.1.17 Machining, filing, lapping etc. Assistance of fitting for Repairing/ overhauling/ millwright job etc. of Crane, Rail/ shifting with chain pulley block for repair.
- 1.1.18 Repair & Up keep of EOT/HOT Cranes, Chain pulley blocks etc.



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- 1.1.19** Application of hot & cold insulation.
- 1.1.20** Upkeep & maintenance of workshop store & tools, forklift etc.
- 1.1.21** Record keeping & data maintenance of Mechanical work.
- 1.1.22** Loading / unloading of material at BCPL Store, stacking & shifting of structures, piping & other heavy materials.
- 1.1.23** Area cleaning, up keeping of equipment's & working area.
- 1.1.24** Any other job which may require rigging assistance / assistance of unskilled/skilled personnel.
- 1.1.25** Transferring, Shifting, top-up, draining & Complete charging of lubricants in all type of Rotary Equipment's.
- 1.1.26** The individual deputed for the services should have sufficient exposure, knowledge & experience in the field.
- 1.1.27** Each Fitter gang should mandatorily have
- i. Own tool box
 - ii. GI tray of sufficient size to keep the spares
 - iii. Jute
 - iv. Markin Cloth
 - v. Any other material/Consumables/Rustolene etc. to clean the spare parts.
- 1.1.28** The tool box of each Fitter gang should mandatorily contain minimum of the following:
- i. Tool box container.
 - ii. Pad lock.
 - iii. Ring & D spanner set (6 mm to 41 mm)
 - iv. Pipe wrench (8 inch & 12 inch)
 - v. Slide wrench (6 inch & 12 inch)
 - vi. Screw driver (6 inch & 10 inch)
 - vii. Ball point hammer- iron, 2 lb
 - viii. Brass hammer, (2 lb & 5 lb)
 - ix. Hack-saw frame – 12 inch, hex blade min 2 nos.
 - x. Nose pliers.
 - xi. Combination cutting pliers.
 - xii. Chisel – 06 inch
 - xiii. Allen key mm size (2mm to 12mm)
 - xiv. Allen Key inch size (3/16" to 1/2")
 - xv. Measuring Tape- 03 meter
 - xvi. SS scale- 12 inch
 - xvii. Centre Punch
 - xviii. Needle files (set of triangular, round, half round, rectangle & all x- section)
 - xix. Shim cutter
 - xx. Monkey pliers
 - xxi. Tool bag
 - xxii. Filler gauge
 - xxiii. Blue match paste
 - xxiv. Dial Gauge



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xxv. Alignment fixture

xxvi. Shims roll.

xxvii. Spirit level – 06 inch & 12 inch

xxviii. Water level tube – 20 mtr & 10 mtr

1.1.29 Gas Cutter should have adequate Oxygen and acetylene/LPG cylinder on daily basis. Tools, Kit for gas cutting shall be in the scope of the Contractor. Gas Cutting set must be equipped with flash back arrestors at both ends.

1.1.30 Welding gang should have all general purpose fabrication electrodes like E 6010, E 6018, E 7018 etc. of diameter ranging from 1.5 mm to 4 mm ϕ . Welding gang should also have mild steel & stainless steel filler wire ranging from 1mm to 2mm. Also welding gang should be equipped with AC or DC Welding machines with all accessories.

1.1.31 Safety gadgets for Welder, Gas Cutter shall be in Contractor's scope.

1.1.32 All workers engaged for assistance of Mechanical O&M activities should be equipped with PPE's like helmet, shoes etc. BCPL have right to reject the entry of labor providing assistance without having proper safety gadgets.

1.2 The List of General tools to be kept at Site by the contractor for Mechanical O&M :

a) Tool box container Fitter/Pipe Fitter/Technician	01 No. for each Millwright
b) Pad lock container	01 No. for each Tool box
c) Ring & D spanner set (6 mm to 42 mm) Fitter/Pipe Fitter/Technician	02 set for each Millwright
d) Pipe wrench (8 inch & 12 inch) Fitter/Pipe Fitter/Technician	01 No. for each Millwright
e) Slide wrench (6 inch & 12 inch) Fitter/Pipe Fitter/Technician	01 No. for each Millwright
f) Screw driver (6 inch & 10 inch) Fitter/Pipe Fitter/Technician	01 No. for each Millwright
g) Ball point hammer- iron, 2 lb Fitter/Pipe Fitter/Technician	01 No. for each Millwright
h) Brass Sledge hammer, (2 lb & 5 lb)	03 each
i) Hack-saw frame – 12 inch, hex blade as required Fitter/Pipe Fitter/Technician	01 No. for each Millwright
j) Nose pliers Fitter/Pipe Fitter/Technician	01 No. for each Millwright



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k) Combination cutting pliers Fitter/Pipe Fitter/Technician	01 No.	for each	Millwright
l) Chisel – 06 inch	03 nos		
m) Allen key mm size (2mm to 12mm) Fitter/Pipe Fitter/Technician	01 set	for each	Millwright
n) Allen Key inch size (3/16" to 1/2") Fitter/Pipe Fitter/Technician	01 set	for each	Millwright
o) Measuring Tape- 03 & 05 meter Fitter/Pipe Fitter/Technician	01 No.	each for each	Millwright
p) SS scale- 12 inch	03 nos		
q) Centre Punch	03 nos		
r) Needle files (set of triangular, round, half round, Rectangle & all x- section)	03 set		
s) Shim cutter	02		
t) Monkey pliers	02		
u) Tool bag	02		
v) Filler gauge	02		
w) Blue match paste	As and when required		
x) Dial Gauge	04		
y) Alignment fixture	02		
z) Shims roll	As and when required		
aa) Set of Phosphated slugging spanners (30mm to 85mm) Ring)	02 set each type	(Consist of DE,	
bb) Hydraulic wrench with necessary accessories and fittings (for tightening up to M39 nut bolts)	02 nos		
cc) Wire rope/slings	As and when required		
dd) Lifting Nylone Belts	As and when required		
ee) Manila rope	As and when required		
ff) Tripod	01 Sets		
gg) Lifting tools & tackles like chain pulley block, d-shackle, etc	As and when required		
hh) One set of hand lamp arrangement (Suitable to use in potentially explosive environment) consisting of bulb with holder, flexible electrical wire about 50 mtr. inlength,extension board, etc.	02 sets		
ii) Welding machine with 50 mtr cable	02 sets		
jj) TIG welding set	02		
kk) Welding machine consumables	As and when required		



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ll) Grinding Machine, AG4, AG5 & AG7	01 Each
mm) Hand Drilling Machine	01
nn) Non-Sparking Slugging Spanners(30mm to 85mm) (Consist of DE, Ring,)	02 set of each type
oo) Spirit level – 06 inch & 12 inch	02 each
pp) Water level tube – 20 mtr& 10 mtr	02 each
qq) Scaffolding pipes & clamps	As and when required
rr) Mechanical Special Tools	As and when required
ss) Markin Cloth & cotton waste	As and when required
tt) Pipe Wrench, Size-18" & 24"	01 Set of each size

2) ELECTRICAL WORKS:

2.1 Scope of work for providing assistance for operation and maintenance of GEG and Electrical maintenance activities in GDU, Duliajan:

Various services for GEG operation and maintenance of GDU, Duliajan of BCPL are tentatively described as below –

- 2.1.1 Operation of GEG on continuous basis for un-interrupted power supply of the unit.
- 2.1.2 Maintenance of GEG operational data on hourly basis and cross verification of same with EIC.
- 2.1.3 Monitoring of Lube Oil level hourly and refill of same whenever necessary.
- 2.1.4 Monitoring of DM water level hourly and generate and refill whenever necessary.
- 2.1.5 Monitoring of all auxiliary system of the GEG including breaker and electrical system.
- 2.1.6 Maintenance of engine and all auxiliary system as per guidance of EIC.
- 2.1.7 All types of Wiring job in panel and Field side.
- 2.1.8 Operation & Maintenance activities in Electrical Substations.
- 2.1.9 Operation & Maintenance of DG set.
- 2.1.10 Routine Inspection & Changing of Batteries, UPS etc.
- 2.1.11 Routine Maintenance of Plant Power Distribution networks including all electrical control/distribution metering devices.
- 2.1.12 Routine inspection/maintenance /repair of transformers.
- 2.1.13 However, the job of the technicians would not be restricted to GEG O&M only, will have to actively participate of other electrical activity as per instruction and guidance from EIC.

2.1.14 Each Technician group should possess: -Own tool box & Jute/ Markin cloth

2.2 The List of General tools to be kept at Site by the contractor for Electrical O&M :

- i. Line tester, 230/250 V
- ii. Champion screw driver set



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- iii. Screw Driver set
 - iv. D spanner set size:(6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22 mm)
 - v. Ring spanner set size:(6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22 mm)
 - vi. Electric wire stripper and cutter.
 - vii. Crimping tools for lug size 6-240 sqmm.
 - viii. Nose plier 6".
 - ix. Cutting plier 6/8/10"
 - x. Combination plier 6/8".
 - xi. Monkey pliers.
 - xii. Flat file 6", 8 " with handle
 - xiii. Round file 6" with handle.
 - xiv. Big hacksaw with blade
 - xv. Junior hacksaw with blade
 - xvi. Allen keys 1.5 to 10 mm (09 nos)
 - xvii. Allen keys //16" to 3/8" (09 nos)
 - xviii. Utility knife
 - xix. Safety Torch light suitable to use in Field in hydro carbon area with batteries.
 - xx. Cleaning brush.

All workers engaged for assistance of Electrical O&M activities should be equipped with safety gadgets like helmet, shoes, hand gloves, ear plug, safety goggles etc. BCPL have right to reject the entry of labours not possessing proper safety gadgets.

3) INSTRUMENTATION WORKS:

3.1 Scope of work for providing O&M assistance services for Instrumentation Works in GDU, Duliajan:

Various services for assisting O&M Instrumentation works of GDU, Duliajan of BCPL are described as below –

- Installation/removal, configuration and Calibration of level-transmitters, pressure-transmitters, temperature-transmitters, flow-transmitters, gas detectors, gas chromatographs, and all types of analysers etc.
- Installation/removal, Overhauling of all types of valves (including SOV), and calibration and configuration of control valves.
- Installation/removal of junction box, LCP, panels etc.
- Fabrication and fitting of impulse tubing for all types of instruments.
- Installation/removal of special type of instruments like vibration/axial probe, analyzer probes, etc.
- All types of Wiring job in panel and Field side.



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- All types of Instrument panel related activities like wiring, dressing, component fixing, continuity checking etc.
- All types of instrument cable laying job.
- Junction box fixing and cable glanding etc.
- All type of Field instrument calibration like Pressure transmitter, Temperature transmitter, Level transmitter, Flow transmitter etc.
- Calibration of all types of valve like Control valve, Air and Gas actuated valve, OFF/ON valve, Pressure safety valve etc.
- Opening & boxing up flanges & replacement of gaskets etc.,
- Removal & reinstallation of valves etc.
- Experience to work at height.
- Record keeping & data maintenance of Instrumentation work.
- Operation & maintenance of All Instrumentation workshop/Lab component like Portable calibration bench, multi-calibrator, master calibrator etc.
- Piping & other heavy materials.
- Area cleaning, up keeping of equipment's & working area.
- Fitting and tubing job of ¼" and ½" tube.
- Quality of service assistance shall be of good quality.
- The individual deputed for the services should have sufficient exposure, knowledge & experience in the field.
- Each Technician gang should also have
 - Own tool box
 - GI tray of sufficient size to keep the spares
 - Jute
 - Markin Cloth
 - Any other material/Consumables/Rustolene etc. to clean the spare parts.

3.2 The List of General tools to be kept at Site by the contractor for Instrumentation O&M:

- i. Carrying tool box/case with locking arrangement.
- ii. Tool bag
- iii. Soldering Iron 10w/230 VAC
- iv. DE soldering pump
- v. Line tester for each technician
- vi. Tweezers 4"
- vii. Gauge pointer pooler.
- viii. Tube cutter 1/8" to 3/4" adjustable (Recold-England/Dayton make) with extra blade
- ix. PU tube cutter to cut PU tube up to 12 mm OD
- x. SS tube bender ½".
- xi. SS tube bender ¼".
- xii. Center punch.
- xiii. Diagonal cutter.
- xiv. Insulated screw driver Flat 4"-6" & 8" , Star 4"-8".



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- xv.D spanner set size:(6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22 mm)
- xvi.Ring spanner set size:(6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22 mm)
- xvii.Pipe wrench (8 inch & 12 inch)
- xviii.Adjustable spanner(6 inch, 8 inch & 12 inch)
- xix.Electric wire stripper and cutter.
- xx.Electro Crimping tools for insulated and non-insulated terminals/ LUGs etc.
- xxi.Measuring tape 3 mtr. Long
- xxii.Nose plier 6".
- xxiii.Cutting plier 6"
- xxiv.Combination plier 6".
- xxv.Monkey pliers.
- xxvi.Flat file 6" with handle
- xxvii.Round file 6" with handle.
- xxviii.Needle file set (12 nos)
- xxix.Chisel 150x16 mm
- xxx.Big hacksaw with blade
- xxxi.Junior hacksaw with blade
- xxxii.Brass hummer 1 pound (ball peen)
- xxxiii.Vice grip 4"
- xxxiv.Scissor 6"
- xxxv.Divider 8"
- xxxvi.Inside caliper
- xxxvii.Jewelers Screw driver (06 nos)
- xxxviii.Allen keys 1.5 to 10 mm (09 nos)
- xxxix.Allen keys //16" to 3/8" (09 nos)
- xl.Utility knife
- xli.Safety Torch light suitable to use in Field in hydro carbon area with batteries.
- xlii.Cleaning brush.
- xliii.AC line fault locator

All workers engaged for assistance of instrumentation O &M should be equipped with safety gadgets like helmet, shoes, hand gloves, ear plug, and safety goggles etc. BCPL have right to reject the entry of labours providing assistance without having proper safety gadgets.

4) OPERATION/PROCESS WORKS:

4.1 Scope of work for providing assistance for Operation/Process works in GDU, Duliajan:

The services shall include the following activities & responsibilities:



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- 5.1.1 Maintaining/ recording (in field log sheet and log book) of all the process parameters from field instruments required for safe running of equipment without fail. List of major equipment's to be operated is given in **Annexure-B Below**.
- 5.1.2 Carrying out all the manual valve operations as directed.
- 5.1.3 Lining / starting up of pump (centrifugal / reciprocating).
- 5.1.4 Lining up of Gas turbines / Compressors / Re-boilers /Field start up activities of auxiliaries.
- 5.1.5 Handing over of instruments/equipment's for breakdown in the field as well as preventive maintenance with safe isolation procedure (isolation, depressurization, inertization etc.) as per instruction by shift co-ordinator.
- 5.1.6 Isolating all the rotating equipments in unit area as directed.
- 5.1.7 Leak checking as directed by EIC/shift co-coordinator.
- 5.1.8 Checking levels of lube oils of rotating equipments, columns and vessels.
- 5.1.9 To report / bring to notice of EIC/shift co-coordinator any abnormalities observed in process unit area.
- 5.1.10 Carrying out any other job as directed by shift coordinator.
- 5.1.11 To follow all the safety procedures / work instructions.
- 5.1.12 To monitor and control parameters on local panels.
- 5.1.13 To attend all alarms and inform to C/R shift coordinators and take action as per defined procedure.
- 5.1.14 Maintaining stock position of chemicals, like Tri-Ethylene Glycol.
- 5.1.15 Regular draining of various KODs as per requirement.
- 5.1.16 Activities during TEG tanker/drum unloading.
- 5.1.17 Activities during lab unit sampling.
- 5.1.18 Carrying out any other job related to GDU operation as directed by shift coordinator as and when required.

Annexure - B

4.2 The Major equipment's & Utility Systems for Operation & Maintenance Activities are listed below:

- XV. Gas Turbines.
- XVI. Centrifugal / Reciprocating compressors.
- XVII. Centrifugal / Reciprocating pumps.
- XVIII. Gas Fired Reboiler.
- XIX. Air cooled exchangers.
- XX. Centrifuge Equipment for both the Trains.
- XXI. Cooling water pumps.
- XXII. Oil & Condensate System. (I.e. oil separators, Condensate handling & transfers pump activities etc.)
- XXIII. Raw water system.
- XXIV. Bore-well pumps.
- XXV. Compressed Air System a) Screw type Air Compressors.



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b) IA dryers & receivers

c) Air receivers

XXVI. Inert gas system: a) PSA type N2 generators.

b) Inert gas Receivers

5) OTHER MICELLENEOUS WORKS:

The services shall include the following activities & responsibilities:

5.1.1 Maintaining/ recording store bin card, issue slip, preparation of monthly consumption data for spares and consumable.

5.1.2 Record keeping of office manual, official documents and any other works as per instruction of EIC.

5.1.3 Plant housekeeping, equipment cleaning, and disposal of plant waste materials to the designated place etc.

5.1.4 Any others emergency works to be carry out as and when required or as per instruction of EIC.

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SECTION-VIII

SCHEDULE OF RATES [SOR]-UNPRICED BID **(PART-I)**



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Sl No	SOR Catagories	Description	UOM	Qty	Manday Rate (In Rs)	Total Amount (Rs.)
1	Highly Skilled- Plant Operation Assistance Service	For operation of GDU, Duliajan plant utilities and related plant/field operations & equipment monitoring	MAD	3285	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>
2	Highly Skilled- Mechanical Assistance Service	Shutdown/Breakdown/Overhauling/Schedule Maintenance of all Critical major Rotating equipments and any type of equipments along with associated auxiliaries, Alignment of Driver & Drivens; Coupling & decoupling, Mechanical seal related activities	MAD	1460	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>
3	Skilled- Electrical Assistance Service	O&M of GEG; Electrical substation power supply & distribution system maintenance; Electical equipments maintenance and other electrical O&M activities in GDU, Duliajan	MAD	1460	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>
4	Skilled- Instrumentation Assistance Service	For routine/planned instrumentation systems checking, Breakdown maintenance, instruments calibration, field instruments regular up keep maintenance, flow measurement/PCC dismantling & re-installation, PSV calibration & maintenance activities.	MAD	1460	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>
5	Skilled- Mechanical Maintenance Assistance Service	For Piping/structural steel Fabrication/modification; Pipe/structural steel erection/fitting; Pipe leakages attending jobs including dismantling and boxup; Valve maintenance including erection/dropping, piping/structural support & alignment related, Equipment and piping isolation/boxup during equipments maintenance etc.	MAD	1825	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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Sl No	SOR Categories	Description	UOM	Qty	Manday Rate (In Rs)	Total Amount (Rs.)
6	Semi Skilled-O&M assistance services for Operations, Mechanical, Electical & Instrumentation activities	For assisting any fabrication/modification job related assistance activities like Gas cutting, Grinding etc and O&M related rigging activities like erection/lifting/holding and any related activities to assist Highly Skilled & Skilled category of operations, Mechanical, Electrical & Instrumentations above Sl Nos.- 1,2,3,4,5 & 6	MAD	1825	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>
7	Unskilled - Helping Assistance Services for Operations, Mechanical, Electical & Instrumentation activities/house keeping etc	For helping any O&M related activities like Material handling/loading/unloading/packing/unpacking/cleaning/transpo rtation/storekeeping and general cleaning/housekeeping and any other helping related activities to the Highly Skilled, Skilled & Semiskilled category for operations, Mechanical, Electrical & Instrumentations above Sl Nos.- 1,2,3,4,5, 6 & 7	MAD	9126	<i>DO NOT QUOTE HERE</i>	<i>DO NOT QUOTE HERE</i>
Sub Total amount of Sl No- 1 to 7 above (Rs.)					<i>DO NOT QUOTE HERE</i>	
Applicable Service Tax @					<i>DO NOT QUOTE HERE</i>	
(i) Evaluation shall be done on the basis of net of amount. Service tax shall be applicable as per prevailing Govt. rules at the time of invoicing.						
ii) Considering nature of job in this section, applicable rate of Service Tax is 15%						

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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SCHEDULE OF RATES [SOR]- PRICED BID **(PART-II)**

**(BIDDER TO MENTION PRICE IN PRICED
SOR)**



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Sl No	SOR Catagories	Description	UOM	Qty	Manday Rate (In Rs)	Total Amount (Rs.)
1	Highly Skilled- Plant Operation Assistance Service	For operation of GDU, Duliajan plant utilities and related plant/field operations & equipment monitoring	MAD	3285		
2	Highly Skilled- Mechanical Assistance Service	Shutdown/Breakdown/Overhauling/Schedule Maintenance of all Critical major Rotating equipments and any type of equipments along with associated auxiliaries, Alignment of Driver & Drivens; Coupling & decoupling, Mechanical seal related activities	MAD	1460		
3	Skilled- Electrical Assistance Service	O&M of GEG; Electrical substation power supply & distribution system maintenance; Electical equipments maintenance and other electrical O&M activities in GDU, Duliajan	MAD	1460		
4	Skilled- Instrumentation Assistance Service	For routine/planned instrumentation systems checking, Breakdown maintenance, instruments calibration, field instruments regular up keep maintenance, flow measurement/PCC dismantling & re-installation, PSV calibration & maintenance activities.	MAD	1460		
5	Skilled- Mechanical Maintenance Assistance Service	For Piping/structural steel Fabrication/modification; Pipe/structural steel erection/fitting; Pipe leakages attending jobs including dismantling and boxup; Valve maintenance including erection/dropping, piping/structural support & alignment related, Equipment and piping isolation/boxup during equipments maintenance etc.	MAD	1825		

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



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Sl No	SOR Categories	Description	UOM	Qty	Manday Rate (In Rs)	Total Amount (Rs.)
6	Semi Skilled-O&M assistance services for Operations, Mechanical, Electical & Instrumentation activities	For assisting any fabrication/modification job related assistance activities like Gas cutting, Grinding etc and O&M related rigging activities like erection/lifting/holding and any related activities to assist Highly Skilled & Skilled category of operations, Mechanical, Electrical & Instrumentations above Sl Nos.- 1,2,3,4,5 & 6	MAD	1825		
7	Unskilled - Helping Assistance Services for Operations, Mechanical, Electical & Instrumentation activities/house keeping etc	For helping any O&M related activities like Material handling/loading/unloading/packing/unpacking/cleaning/transpo rtation/storekeeping and general cleaning/housekeeping and any other helping related activities to the Highly Skilled, Skilled & Semiskilled category for operations, Mechanical, Electrical & Instrumentations above Sl Nos.- 1,2,3,4,5, 6 & 7	MAD	9126		
Sub Total amount of Sl No- 1 to 7 above (Rs.)						
Applicable Service Tax @						
(i) Evaluation shall be done on the basis of net of amount. Service tax shall be applicable as per prevailing Govt. rules at the time of invoicing.						
ii) Considering nature of job in this section, applicable rate of Service Tax is 15%						

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR "ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

**SUB: “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR
CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU,
DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED”**

TENDER NO: BCPL/C&P/LE16W175MB/00214

BID SUBMISSION DUE DATE & TIME : 13.12.2016 at 1430 Hrs.

TO

**CONTRACTS & PROCUREMENT
DEPT.**

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

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

**TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE
CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S
BRAHMAPUTRA CRACKER & POLYMER LIMITED.”**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED”

TENDER NO: BCPL/C&P/LE16W175MB/00214

BID SUBMISSION DUE DATE & TIME : 13.12.2016 at 1430 Hrs.

TO

**CONTRACTS & PROCUREMENT
DEPT.**

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

TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING " “Price Bid – PART - II”

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TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED”

TENDER NO: BCPL/C&P/LE16W175MB/00214

TO

**CONTRACTS & PROCUREMENT
DEPT.**

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

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

TENDER NO: BCPL/C&P/DU16W175MB/00214 FOR “ANNUAL OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT OPERATION & MAINTENANCE ACTIVITIES IN GDU, DULIAJAN UNIT OF M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED.”