ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

Brahmaputra Cracker and Polymer Limited

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डिब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

e -TENDER NO: BCPL/C&P/LE19W029ND/01094

(Tender to be submitted in e-mode only)

निविदा दस्तावेज़ / TENDER DOCUMENT

FOR

HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	10.07.2019 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	11.07.2019 at 15:00 Hrs
निविदा शुल्क/Tender Fee	:	Not Applicable

ईएमडी मूल्य / EMD Amount	:	Rs 5,85,000.00

महत्वपूर्ण निर्देश / 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.

निविदा संख्या /TENDER NO:BCPL/C&P/LE19W029ND/01094 FOR "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS

[QUESTIONS AND ANSWERS]

SN.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in; http://www.bcplonline.co.inand Government portal https://www.eprocure.gov.infor complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender &ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 21.05.2012 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).**
9	Whether PSU (Public Sector	Yes

SN.	QUESTIONS	ANSWER
	Undertaking) are exempted from submission of EMD	
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. **PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal**

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

i) <u>Demand Draft towards Tender fee (if applicable)</u>
ii) <u>EMD/Bid Security (if applicable)</u>
iii) <u>Power of Attorney</u>

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भाग – I

SECTION – I

बोली हेतु आमंत्रण (आईएफबी)

INVITATION FOR BIDS [IFB]

SECTION - I
INVITATION FOR BID [IFB]

To, **Dt: 21.06.2019**

PROSPECTIVE BIDDERS

SUB: HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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 will be valid for a period of 02 (two) years from the date of issue of LOI/LOA or as mentioned in LOI/LOA. The Contract may be extended by BCPL for further 6 months on same rate, terms & condition.
II	**TENDER FEE**	:	**Not Applicable**
III	**EARNEST MONEY DEPOSIT (EMD)**	:	**Rs 585000.00**
IV	BID DUE DATE & TIME	:	**10.07.2019 upto 1430 Hrs**
V	OPENING OF UNPRICED BID	:	**11.07.2019 at 1500 Hrs.**
VI	VALIDITY OF OFFER UPTO	:	**10.10.2019**
VII	**VENUE FOR OPENING** OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, **Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.**
VIII	MODE OF TENDERING	:	Open Domestic Competitive e-Bidding (Under Two Bid System Basis). Tender shall be uploaded at NIC e-Tender portal (CPPP):http://eprocurement.gov.in/ and also to be uploaded at GAIL's/BCPL's/NIC CPP website/ GeM Portal along with intimation to the prospective bidders
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	**29.06.2019 at 15.00 hrs.** Brahmaputra Cracker and Polymer Limited, C&P Department, **Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.**

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

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

i) Demand Draft towards Tender fee (if applicable)
ii) EMD/Bid Security (if applicable)
iii) Power of Attorney

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

5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (http://gailtenders.in; http://www.bcplonline.co.in or http://etenders.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.

6.0 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.

7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites & will not be published on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.

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

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

10.0 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 29.06.2019 at 15.00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Sr. Manager (C&P), Phone No. 0265 2914636; Email ID: neeta.dutta@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Neeta Dutta]
Senior Manager [C&P]
Ph: +91-0373-2914636; +91-8011117266
E-mail: neeta.dutta@bcplindia.co.in

भाग – II

SECTION – II

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

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION METHODOLOGY

SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.1 BEC- Technical: (as a single bidder)

*1.1.1 Bidder must have **executed** at least one single order/contract/agreement of **"similar nature of works"** in Petrochemicals/Chemicals/Fertilizers/Petroleum Refinery/Natural Gas Processing Units of value not less than **Rs.73.17 lacs** in previous seven (07) years prior to the due date of bid submission.*

Note 1:

a) *Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at sl. no. **1.3** below.*

b) ***Definition of "similar nature of works": Similar nature of works indicate:***
"Providing Operational Assistance in any process /utility areas."

*1.1.2 If the bidder is executing a similar serviced 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 above at sl. no. 1.1.1, 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.*

*1.1.3 **Relaxed Norms for Startups (prior experience criteria)**:*

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

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned

above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.

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

1.2 BEC- Financial: (as a single bidder)

1.2.1 ***TURNOVER:***

*The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2018-2019 or 2017-2018 or 2016-17**) shall be **Rs.73.17 lacs.***
*Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1** i.e **FY: 2018-19 or 2017-18 or 2016-17.***

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

1.2.2 ***NET WORTH:***

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

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

1.2.3 ***WORKING CAPITAL:***

*The minimum working capital of the Bidder as per the last audited financial statement, **i.e, FY: 2018-19** shall be **Rs. 14.63 lacs.***

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

*If the bidder's working capital is negative or inadequate **as per BEC clause no. 1.2.3**, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).*

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

Prior turnover for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

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

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

1.3 Documents/Documentary Evidence required to be uploaded (submitted) in e-tender portal of BCPL by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:

Sr. No.	***BEC Clause no.***	***Description***	***Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)*** ***[All documents must be duly authenticated/ attested]***
	1.1	*Technical Experience Criteria – Document* ***[All documents to be uploaded(submitted) must be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp]***	

Sr. No.	***BEC Clause no.***	***Description***	***Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)*** ***[All documents must be duly authenticated/ attested]***
1.	*1.1.1*	*Experience against execution & completion of order*	*a. Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed towards **"similar nature of work" (as mentioned at sl. no. 1.1.1 note (b))** along with the details of SOR items & scope of work.* *b. Completion Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point "a)" above. The Completion Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant.*
2	*1.1.2*	*Experience against execution of running Contract*	*a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running for **"similar nature of work" (as mentioned at sl. no. 1.1.1 note (b))** along with the details of SOR items & scope of work.* *b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the 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. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.*
3	*1.1.3*	*Documents against Startup Company*	*a) Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of*

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be **duly Certified/attested by Notary public** with legible stamp]	
4	1.2.1	Annual Turnover	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s), i.e **FY: 2018-2019 or 2017-2018 or 2016-17.**
5	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. **FY: 2018-19.**
6	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. **FY: 2018-19**.
7		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 ***Bid Evaluation Criteria (point no. 1.0)****:*

(i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such

bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.

(ii) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no. 1.1.1, then the value of such qualifying work [out of total quantity of composite work] shall be considered for the purpose of evaluation.

(iii) Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.

(iv) ***Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.***

(v) ***Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.***

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

2.0 <u>Methodology for Evaluation of Bids:</u>

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

2.2 For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on overall basis shall be considered excluding GST.

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

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

2.4 In case of ***a tie*** *at the lowest bid (L1) position between two or more non-Startups bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.*

2.5 In case there is ***a tie*** *at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed*

on the Startup who is registered earlier with Department of Industrial Promotion and Policy.

*2.6 In case, there is **a tie** at the lowest bid (L1) position between Startups bidders and non-Startups bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year **duly certified by Chartered accountant**.*

*2.7 Startups are exempted from submission of **EMD**.*

*2.8 **CPBG: The following CPBG clauses, either of two shall be applicable***

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

OR

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

*2.9 **PPP Policy 2012:***

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

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

[I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.

[II] BIDDERS NOT MEETING ANY OF THE ABOVE- MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

…….

भाग – III

SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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

SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1. SCOPE OF BID

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

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

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

1.4. Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

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

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

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

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

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

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

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

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

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

(i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or

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

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

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

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

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

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

4. <u>ONE BID PER BIDDER</u>

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. <u>COST OF BIDDING & TENDER FEE</u>

5.1. **<u>COST OF BIDDING</u>**

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. **<u>TENDER FEE- Not Applicable</u>**

5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender

Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

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

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

6. SITE VISIT

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

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

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] &Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
  Annexure
  Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Health, Safety and Environment [HSE] Specifications
- 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 is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [http://gailtenders.in; http://www.bcplonline.co.in and Government Website] / communicated to prospective bidders by e-mail/ fax.

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

9. AMENDMENT OF BIDDING DOCUMENTS

9.1. At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2. Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [http://gailtenders.in; http://www.bcplonline.co.in and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

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

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

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

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

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

11.1.2. **FOLDER-II: Price Bid**

i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.

iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price

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

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

12. SCHEDULE OF RATES / BID PRICES

12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.

12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)**shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

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

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

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

13.2. Quoted prices should be inclusive of all taxes and duties, except **GST (CGST&SGST or IGST or UTGST)**. Please note that the responsibility of payment

of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

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

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

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

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

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

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

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

13.5.1. Owner/BCPL will reimburse the **GST (CGST&SGST/UTGST or IGST)**to the Supplier of Goods / Services(Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST&SGST/UTGST or IGST)**paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST&SGST/UTGST or IGST)** is applicable shall be

modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

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

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

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

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

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

13.10. **Anti-profiteering clause**

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

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

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

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

16. EARNEST MONEY/BID SECURITY:

Rs 585000.00

Not Applicable For startup

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

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

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

16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"

16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.

16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**

16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.

16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

(a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
(c) If the Bidder modifies bids during the period of bid validity (after submission date).
(d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
(e) In the case of a successful Bidder, if the Bidder fails to:
    (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
    (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
    (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

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

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

17. PRE-BID MEETING (IF APPLICABLE)

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

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

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

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

18. FORMAT AND SIGNING OF BID

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

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

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

19. ZERO DEVIATION AND REJECTION CRITERIA

19.1. ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the

price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20. E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21. SUBMISSION, SEALING AND MARKING OF BIDS

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

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

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

22. DEADLINE FOR SUBMISSION OF BIDS

22.1. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

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

23. LATE BIDS

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

23.2. In case of e-tendering, e-tendering system of BCPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

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

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

24. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

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

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

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

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

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. ***Unpriced Bid Opening:***

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

26.2. ***Priced Bid Opening***:

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

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

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

27. CONFIDENTIALITY

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

28. CONTACTING THE EMPLOYER

28.1. From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

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

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

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

30. CORRECTION OF ERRORS

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

(i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

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

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

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32. EVALUATION AND COMPARISON OF BIDS

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of 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 APPLICABLITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER

34. PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35. AWARD

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

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

36.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]"/ “Letter of

Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.

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

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

37. SIGNING OF AGREEMENT

37.1. BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

37.2. The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of 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 and shall be in the currency of the Contract.

38.2. **The contract performance security shall be for an amount equal to 10% of Total Order / Contract Value (exclusive of GST) OR Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract (exclusive of GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period**. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having

net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet (BDS).

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

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

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

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

39.2. The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com /www.bcplonline.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 Brahmaputra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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 21.05.2012

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

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

In case tendered item is non-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.

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

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

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

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

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

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

b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

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:
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 PROCEDURE

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)

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

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

45.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

45.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.

45.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as

specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

45.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

45.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.

45.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46. BILLING SYSTEM

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

(a) Top left corner of the envelope
Vendor Code:_____
LOA/PO No.: …….. Date …….
Bill/ Invoice No.: …….. Date …….
Invoice Value: Rs. …… Indenting Dept. …… Job/Supply of……....

(b) Address:
To,

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

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 ElL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

49. SUBLETTING & ASSIGNMENT

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. 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:

51.1. 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.

51.2. Where PMC is EIC (e.g Project Construction):

a. PMC will check 100% measurements of executed work.

b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.

c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.

51.3. 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.

51.4. 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.

51.5. 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.

51.6. 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.

51.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified.”

52. 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.

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

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Annexure-I

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

A. Definitions:

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

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

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

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

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

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

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

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

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

a) Whether the management is common;

b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business

with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

(iii) Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority

by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

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

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

D.3 **Effect of Suspension of business:**

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

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

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

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

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

E. Appeal against the Decision of the Competent Authority:

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

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

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

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

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1. FOR PROJECTS

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

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

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

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

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

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

(A) Where Performance rating is "POOR":

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

(i) Poor Performance due to reasons other than Quality : **One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process

defined for suspension in "Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices"

(B) Where Performance rating is "FAIR":

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

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

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

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

A) Where performance rating is "POOR"

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

(i) Poor Performance due to reasons other than Quality : **One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

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

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

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

(B) Where Performance rating is "FAIR"

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

6.3. Effect on other ongoing tendering:

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

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

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

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

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

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

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

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

10.0 ERRANT BIDDER

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

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

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

Annexure-I

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

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.1 QUALITY PERFORMANCE — 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

Annexure-II

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

i) Location :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.1 QUALITY PERFORMANCE — 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	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

1.3 RELIABILITY PERFORMANCE 20 Marks

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

ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

i) Click on Online bidder enrolment (For new Bidders)

ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.

iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

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

Digital Signatures can be obtained using following steps:
a) Visit the site of the licensed CA* using internet browser.
b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

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

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

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal.
Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected**.

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

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

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

Note:

i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.

ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

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

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

12. **Internet connectivity:**

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

13. **Help to Contractors:**

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

14. **FAQ:**

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

15. **e-Brochure**:

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

16. **DSC for Foreign Bidders**:

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

17. **System Malfunction Procedure:**

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

18. **IT Resources**:

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

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

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

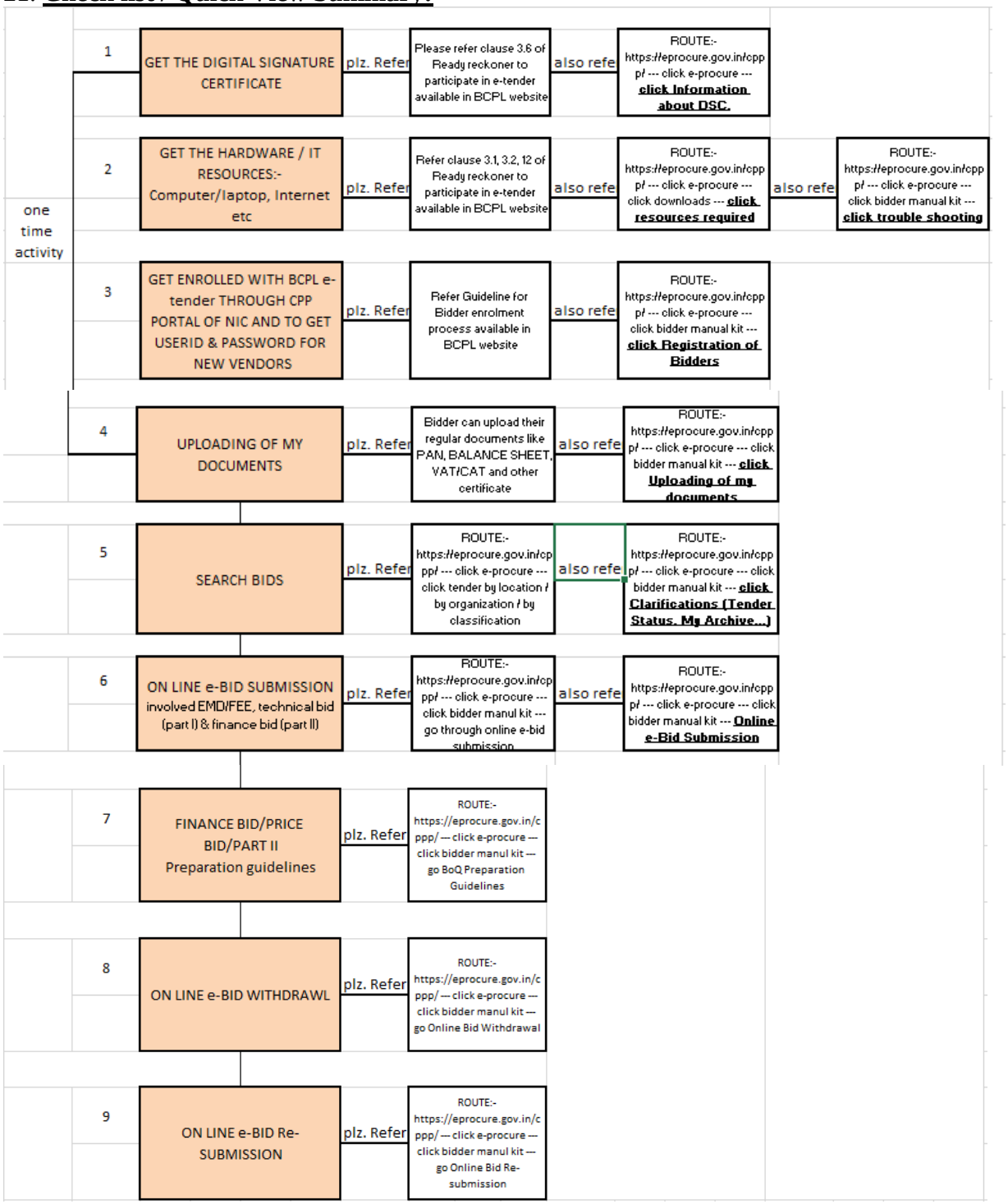
20. **Search Tender for Guest Users:**

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

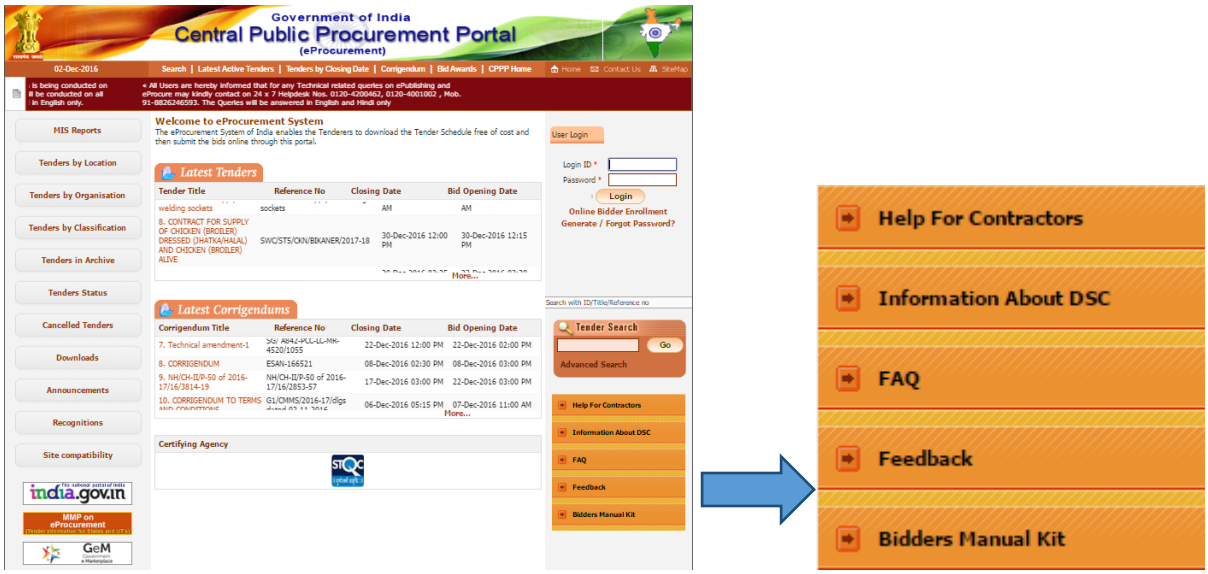
Government of India
Central Public Procurement Portal
(eProcurement)
Welcome to eProcurement System
Latest Corrigendums
Tender Search

Tenders by Location
Tenders by Organisation
Tenders by Classification
Tenders in Archive

21. Check list / Quick View Summary:



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



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

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

In FAQ user will get various FAQ related to:

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

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

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

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

	BoQ_Help_Bidder_ItemWise_Tax.pdf
	BoQ_Help_Bidder_Percentage.pdf

HELP DESK (BCPL)
Phone : 0373-2914582 (only for e-tender queries)
Mobile : 8811017320
Email : etender@bcplindia.co.in

HELP DESK (NIC)
Phone : 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-tender queries)
Mobile : 8826246593
Email : cppp-nic@nic.in

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ANNEXURE-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/LE19W029ND/01094**
1.1	The Employer/Owner is: **M/s Brahmaputra Cracker & Polymer Limited**
2.1	Name of the Contract: **HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS**
3	BIDS FROM CONSORTIUM/ JOINT VENTURE APPLICABLE: **NO** NOT APPLICABLE: **YES**
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable)shall be in favour of **Brahmaputra Cracker & Polymer Ltd.** payable at _____
B. BIDDING DOCUMENT	
ITB clause	**Description**
8.1	For **clarification purposes** only, the communication address is: Attention: Ms. Neeta Dutta, SM (C&P) / Street Address: **Brahmaputra Cracker and Polymer Limited** (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: neeta.dutta@bcplindia.co.in;

C. PREPARATION OF BIDS	
ITB clause	**Description**
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): NIL
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 four (4) months from final 'Bid Due Date'.
16	In case **'Earnest Money / Bid Security'** is in the form of **'Demand Draft'** or **'Banker's Cheque'**, the same should be favor of **Brahmaputra Cracker & Polymer Ltd.**, payable at _____

D. SUBMISSION AND OPENING OF BIDS	
ITB clause	**Description**
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is:**BCPL/C&P/LE19W029ND/01094**
22.3	For **submission of EMD** only, the Owner's address is : Attention: Ms. Neeta Dutta , SM (C&P) / Street Address: **Brahmaputra Cracker and Polymer Limited** (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: neeta.dutta@bcplindia.co.in;
26	**The bid opening shall take place at:**

	Street Address: **Brahmaputra Cracker and Polymer Limited** (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: Neeta.dutta@bcplindia.co.in; **Date: 11.07.2019** **Time: 15:00 Hrs.**

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
32	Evaluation Methodology is mentioned in Annexure-II.
33	Compensation for Extended Stay: APPLICABLE: **NO** NOT APPLICABLE: **YES**

F. AWARD OF CONTRACT

ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: **State: Assam**
38	Contract Performance Security/ Security Deposit APPLICABLE: **YES** NOT APPLICABLE: **NO** **Applicable: As specified in Section –II of tender document.**
40	Public Procurement Policy for MSEs : APPLICABLE: **YES** NOT APPLICABLE: NO Whether tendered item is non-split able or not-divisible :

	YES	YES
	NO	NO
41	Provision of AHR Item :	
	APPLICABLE	YES
	NOT APPLICABLE	NO
Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	NO
	NOT APPLICABLE	YES

==========

फॉर्म और प्रारुप

FORMS & FORMATS

LIST OF FORMS & FORMAT

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F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: HIRING OF SERVICES FOR MECHANICAL MAINTENANCE ACTIVITIES IN PART–A: UPSTREAM UNITS (GSU, ECU), PART–B: DOWNSTREAM UNITS (LLDPE, PPU & PTD), PART–C: IOP, CPP & OFF SITES, PART-D: CWS, RS & RWIW UNITS OF BCPL LEPETKATA AND PART-E: O&M SERVICES OF GDU –DULIAJAN FOR A PERIOD OF 2 YEARS

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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:
7	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
8	E-mail address	
9	Website	

10	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GSTIN	(Please submit copy of GST Registration Certificate)
18	SAC / HSN code	
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21 (i)	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21 (ii)	Whether MSE owned by SC/ST	(Bidder to submit documents as specified it ITB)
21 (iii)	UAM No. declared by MSE bidders on CPPP [*failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012*]	

22	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act/GST). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Vendor Classification as per GST Mark (√) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐

Place:
Date:

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

F-2
BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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:

F-3

LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

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

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

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

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

Dear Sir (s),
In accordance with Letter inviting Tender under your reference No.----------
M/s----------having their Registered/Head Office at---------- (hereinafter called the Tenderer) wish to participate in the said tender for----------

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

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

This guarantee shall be irrevocable and shall remain, valid up to---------- .[this date should be two (02) months beyond the validity of the bid] If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s---------- on whose behalf this guarantee is issued.
In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ----------day of ----------201 ----- at ----------
WITNESS:

(SIGNATURE)
(NAME):

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS):

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".

3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".

4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".

5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.

6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs.1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

……..

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: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

Dear Sir,

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

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

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

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

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

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

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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:

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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:

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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:

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/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA/FOA No. _____dated_____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt: DIBRUGARH, Assam. (herein after called the "BCPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/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/Scheduled Commercial Bank, undertaking full responsibility to indemnify Brahmaputra Cracker and Polymer Limited, in case of default.

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

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

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing

any powers or rights or by reason of time being given to the said M/s._____ 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 is absolute & unequivocal and 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 or arbitrator or any other authority/forum 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 supplier/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/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. 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. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/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 Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

_____
Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf 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.

……..

F-10

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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 GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	……%age
c	IGST	…….
d	Cess (if any)	……%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
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 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.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	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.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

20	Confirm that bidder has not quoted 'zero' or '(-)ve' value in SOR	
21	a) Whether bidder **falls under MSE Act**.	
	If yes, Whether bidder is a **MSE belonging to SC/ST category**.	
	b) Whether MSE bidder has declared UAM no. on CPPP w e f 1st April'2018	

Place:
Date:

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

F-11
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: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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 : .....

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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:

F-13
BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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

Place:
Date:

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

F-14
CHECK LIST

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

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

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

DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRITION	CHECK LIST	YES/ NA	NO
1.a	EMD Value	**585000.00**		
A	DD	DD No. _____dated For Rs._____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE, EM PART-II/ UDYOG ADHAR	**Duly certified by the Chartered Accountant** (not being an employee or a Director or not having any interest in the bidder's company/firm) **AND Notary Public** with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	TENDER FEE if applicable	DD of requisite amount UPLOADED	YES	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3 (i)	*Experience against Completion/ Execution of order/ contract* ***(As Stipulated in BEC 1.1.1)***	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at clause no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. *b)* Copy of Completion Certificate or equivalent against the Order/LOA/Contract /Agreement submitted as mentioned at point "a" above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/ LOA/ Contract 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 or equivalent should have been issued by the end-user/owner/authorized consultant.	YES	NO

S NO	DESCRITION	CHECK LIST	YES/ NA	NO
3 (ii)	*Experience against execution of running Rate / Maintenance Contract* ***(As Stipulated in BEC 1.1.2)***	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at clause no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. *b)* Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point "a" above must be submitted / uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at clause no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.	YES	NO
A	ORDER COPY	Duly CERTIFIED by **CHARTERED ENGINEER** with LEGIBLE stamp	YES	NO
		Duly NOTARISED by **Notary Public** with legible stamp	YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
		Duly CERTIFIED by **CHARTERED ENGINEER** with LEGIBLE stamp	YES	NO
		Duly NOTARISED by **Notary Public** with legible stamp	YES	NO
C	CERTIFICATE TOWARDS STARTUP ENTERPRISE REGISTRATION ISSUED BY DIPP, MINISTRY OF COMMERCE & INDUSTRY, GOI	Duly CERTIFIED by a **CHARTERED ACCOUNTANT** with Membership Number (not being an employee or a Director or not having any interest in the bidder's company / firm)	YES	NO
		Duly NOTARISED by **Notary Public** with legible stamp	YES	NO
4.	**FINANCIAL CRITERIA AS STIPULATED IN BEC**			
4(i)	Financial Documents – Turn Over (Not Applicable for Startup)	Uploaded Audited balance sheet and profit & loss account statement of any of the three (3) preceding Financial Year(s), i.e **FY: 2018-2019, 2017-2018 & 2016-2017 meeting Turn over Financial Criteria** as stipulated in BEC along with un-price bid.	YES/ NA	NO

S NO	DESCRITION	CHECK LIST	YES/ NA	NO
4(ii)	Financial Documents – Net Worth & Working Capital	Uploaded **AUDITED** Balance Sheet and Profit & Loss Statement of **FY: 2018-2019 meeting the NET WORTH & Working Capital Financial Criteria** as stipulated in BEC**.**	YES	NO
A	Balance Sheet/s & Profit & Loss Statements **as in 4(i), & 4(ii) above**	Duly attested by **Notary Public** with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed **Format, F-16 as stipulated in BEC**	Duly signed and stamped by a **Chartered Accountant** with Membership Number	YES	NO
C	In Case Bidder's Working Capital is inadequate **as stipulated in BEC**	Letter **(as per Format, F-15)** from the **Bidder's bank** having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by **Notary Public** with legible stamp.	YES/ NA	NO
5.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO
6.	SOR (BLANK without price) MENTIONING WORD **"QUOTED/NOT QUOTED"** IN EACH ITEM RATE COLUMN	Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
7.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED &UPLOADED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

Place:
Date:

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

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

THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ, SECTION –II, CLAUSE NO. A.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

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

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

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

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

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE NO. A.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

1. **Format-16** (to be **submitted/uploaded)** is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2018-2019, 2017-2018 & 2016-2017 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (**duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. **Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	**FINANCIAL CRITERIA**		**Document Details submitted for the below Financial Year:**	**DOCUMENT WHETHER SUBMITTED/UPLOADED**	
				Option	**Tick Mark**
1.2.1	Financial Documents – **Turn Over** as per applicability of relevant clause of BEC	**:**	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. **FY: 2018-2019, 2017-2018 & 2016-2017** [to be reckoned from bid due date] along with un-price bid **uploaded /submitted.** **FY: 2018-2019** **FY: 2017-2018** **FY: 2016-2017** **In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2017-18 i.e. FY: 2016-17, 2015-16**	Yes / No Yes / No Yes / No	

1.2.2 &1.2.3	Financial Documents – **Net Worth & Working Capital** as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate **as per applicability of relevant clause of BEC** In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter **(as per Format-15)** from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded **AUDITED** Financial Statements Balance Sheet and Profit & Loss Statement of **FY: 2018-2019.** **Name of Issuing Bank**_____ **Branch Code:**_____ **Location & Address:**_____ **Tel No.**_____ **Email ID:**_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed **Format-16 as per applicability of relevant clause of BEC**	:	**Name Of Chartered Accountant:**_____ **Membership No. of Chartered Accountant**_____	Yes / No	

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F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for …… (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp

F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	**Year _____**
	Amount (Currency)
1. Net Worth	

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

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

Refer Instructions

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

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

4. For the purpose of this Tender document:

   (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
   (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
   (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

5. Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.

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

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS"

E-Tender No.: BCPL/C&P/LE19W029ND/01094

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 : _____

F-18

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)

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL / Dated ----------

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

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

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

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the

Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. and

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

On behalf of the CONTRACTORs.

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

_____ _____

Date: _____ Date: _____

Place: _____ Place: _____

IN PRESENCE OF TWO WITNESSES

1._____ 1 _____

_____ _____

_____ _____

2._____ 2. _____

_____ _____

भाग – IV

SECTION – IV

संविदा की सामान्य शर्ते) जीसीसी(

GENERAL CONDITIONS OF CONTRACT (GCC)

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

NIT/RFQ NUMBER: BCPL/C&P/LE19W029ND/01094

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:

भाग – V

SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC] & SCOPE OF WORK

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. GENERAL

1.1 Special condition of contract shall be read in conjunction with the general condition of contract, schedule of rates, specifications of work, drawing & any other document forming part of this contract wherever the contract so requires. Notwithstanding the subdivision 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 Condition 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, prevails.

1.3 Wherever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that CONTRACTOR shall do at his own cost & contract price and shall be deemed to have included cost of such performance and provision, so mentioned.

1.4 The bidder shall be directly responsible for any disputes arising between him and his employees and Brahmaputra Cracker and Polymer Limited shall be indemnified against all losses, damages or claims arising thereof.

1.5 The bidder shall indemnify the owner against all loss or damages or liability arising out of or in the course of his employing persons or out of his relations within his employees.

1.6 In case of any contradiction, the decision of Engineer-in-charge would be final and binding on bidder.

1.7 The job involved is purely on Contract basis and persons engaged by the contractor shall not be / deemed to be an employee of BCPL.

1.8 In general the scope of job shall be as per the job details given in SCOPE OF WORK and SCHEDULE OF RATES. However, details specification of jobs shall be as per details given in this contract under scope of work and as per standard Engineering practice and relevant codes applicable in Hydrocarbon Processing Plant / Battery Limit Area / plant.

1.9 **Brahmaputra Cracker and Polymer Limited** reserves the right to reject any one or all the personnel employed by bidder on the basis of their performance, conduct and / or discipline.

1.10 This contract is primarily meant for the regular execution of operation and upkeep activities in Compressed Air & Nitrogen Plant, DM Water Plant, RWTP and ETP.

2. POINTS TO BE TAKEN CARE BY THE BIDDER WHILE QUOTING THE RATES:

2.1 The contractor shall ensure payment of the following wage components/ statutory

SN	Wage Component**	Rates

payments/ obligation to the persons engaged by him against this contract in BCPL as indicated in SOR. Subsequently, the contractor will take reimbursement from BCPL upon submission of requisite documentary evidence against proof of payment. However, the same is subject to change in line with any modification/amendment of acts/laws/rules and statutory compliances.

SN	Wage Component**	Rates
a	Minimum wage and Variable Dearness Allowances	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).
b	PF Contribution including EDLI & Administrative Charges	13% of wages(Employer contribution)
b	ESIC as per provisions of Employee State Insurance Act	4.75% of wages in case of ESI is applicable. If any contract worker (s) is not covered under ESI Act, 4.75% of wages in case of ESI is applicable. If any
c	ESIC as per provisions of 1948 / Employee Compensation Policy under Employee Compensation Act,1948	1923 and for which an Emp. Compensation Policy should be obtained from the date of such coverage/applicability.
d	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of wage (The same may be paid to the contract workers during festival time by the contractor and submit proof of payment of bonus).
e	Holidays	03 National Holidays per year, 08 Festival Holidays per year
f	Leave wages	Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
g	Non-Statutory Allowances @ 16%	As per MOS reached between BCPL contractors worker union & major contractor undertaking various jobs at BCPL
h	Shift Allowances	Shift allowances @ Rs. 30/- per day for A&B shift and @ Rs.40/- per day for C shift.
i	Death Gratuity	Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.

	Employee State Insurance Act – 1948 / Employee Compensation Policy under Employee Compensation Act,1948	contract worker (s) is not covered under ESI Act, shall be covered under Emp. Compensation Act, 1923 and for which an Emp. Compensation Policy should be obtained from the date of such coverage/applicability.
d	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of wage (The same may be paid to the contract workers during festival time by the contractor and submit proof of payment of bonus).
e	Holidays	03 National Holidays per year, 08 Festival Holidays per year
f	Leave wages	Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
g	Non-Statutory Allowances @ 16%	As per MOS reached between BCPL contractors worker union & major contractor undertaking various jobs at BCPL
h	Shift Allowances	Shift allowances @ Rs. 30/- per day for A&B shift and @ Rs.40/- per day for C shift.
i	Death Gratuity	Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.

** Any variation of the above statutory components during the contract period will be paid by the contractor and subsequently will take reimbursement from BCPL.

2.2 The contractor shall be solely responsible for compliance with all Labour law provisions, including the payment of minimum wages as notified by Central Government or state government whichever is higher.

2.3 Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages in every 6 months i.e. 1st April and 1st October to be provisioned. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the minimum wages (i.e. increase in DA component) as notified by the Govt. Authorities from time to time during the period of contract.

2.4 The Contractor shall provide first lot of safety wear & PPEs i.e. two sets of 100% cotton Uniforms, one pair of safety shoes, two sets of socks and one safety helmet as

per safety norms to all the deployed manpower **within one (01) months** from the date of commencement of the contract. The second lot of safety wear and PPEs mentioned above will be distributed **within 13 months** from the date of commencement of work. Accordingly, the contractor shall take reimbursement from BCPL towards supply & distribution of mentioned safety wears to the contract workers. Colour and specification of the uniform shall, however, be finalized in consultation with Engineer-in-charge / Site-in-charge / F&S representative. The ceiling limit for one pair of safety shoes, two sets of socks, one helmet and two pair of uniform is **Rs. 2500/- per worker annually.** The reimbursement will be done by BCPL based on actual expenditure done by contractor or Rs.2500/- per worker (whichever is lower).

2.5 The Contractor shall conduct the health check-up of all deployed contract workers once annually through registered medical practitioner as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder. The first round of medical test to be conducted **within six (06) months** and second round to be conducted **within eighteen (18) months** from the date of commencement of the contract in consultation with Engineer-in-charge/Site-in-charge. Subsequently, the contractor shall submit the health check-up report to EIC and shall take reimbursement from BCPL towards health check up to the contract workers. The ceiling limit for health check-up is **Rs. 500/- per worker annually**. The reimbursement will be done by BCPL based on actual expenditure done by contractor or Rs.500/- per worker (whichever is lower).

2.6 The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13% of employer's contribution.

2.7 Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.

2.8 Bidder should take care of GST while quoting rates and should separately indicate rate of GST to be charged.

2.9 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.

2.10 Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel's.

2.11 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents.

2.12 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.

2.13 Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act. 2015.

2.14 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.

2.15 Employee State Insurance shall be regulated as per provisions of Employee State Insurance Act,1948 and as amended from time to time. Contractor shall ensure that the contract workers are insured under act and the ESI payment shall be paid by the contractor as per the time lines under the Act. The ESI challan along with ECR file shall be submitted along with monthly RA Bills.

2.16 If any Contract worker(s) is not covered under the provisions of ESI Act 1948,should be covered under the provisions of Employee Compensation Act,1923 and for which an Employee Compensation Policy should be obtained by the Contractor for such workers from date of such coverage.

3 DUTIES & RESPONSIBILITY OF CONTRACTOR :

3.0 The contractor has to observe existing Fire & Safety rules and regulations of BRAHMAPUTRA CRACKER AND POLYMER LIMITED in addition to all statutory rules and regulations.

3.1 The resources deployed by the contractor should be substantiated by necessary proofs / documentary evidence regarding the Trade exercise and physical standards to the satisfaction of the EIC.

3.2 Contractor should arrange to provide proper Gate Pass for his Employees to be deputed by him for the work duly issued by CISF. The contractor is supposed to complete all the necessary formalities of the Security Department of BCPL like furnishing of Police verification, signed Photo ID, etc. at his own cost.

3.3 Contractor has to depute a responsible representative / supervisor for all the worksites for 365 days in a year to review and substantiate the statutory compliance of PF, ESI, GST as applicable and payments to workers, deployment of manpower as per the instruction of EIC,Health check-up of their employees etc.

3.4 All the persons deployed by the CONTRACTOR for carrying-out services under SoR, Scope of work shall be on his established pay roll and be paid by him and the COMPANY has no liability whatsoever in this regard. The CONTRACTOR shall make regular and full ***payment*** of wages & salaries to the persons engaged by him as required under relevant Labour laws/ Factory Act etc. within 7th of the subsequent month and submit one copy of the Bank statement / payment sheet / register to the COMPANY as a documentary evidence thereof for its record.

3.5 All persons of the CONTRACTOR entering in work premises shall be well behaved, properly and neatly dressed, with Industrial Safety Helmet and Industrial Safety Shoes, clean shaved and shall wear badges while working on premises of the COMPANY involving worksite. Any indiscipline/ improper behaviour of employees deputed by the contractor to be removed from its roll after getting instructions from EIC. EIC's decision shall be final and binding on the contractor.

3.6 Contractor shall be responsible for proper uniform, Industrial Helmet, safety goggles, cotton hand gloves and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform as per the norms as approved by the Engineer – in – Charge (EIC).

Apart from the above, PVC Suit and Rubber hand gloves to be provided to the personnel working in hazardous area like acid/caustic unloading; gas mask to be provided to the personnel exposed to hydrocarbon area.

If the contractor does not provide the Kits &Liveries and other required Personal Protective Equipments, Brahmaputra Cracker and Polymer Limited reserves the right to provide the required Kits& Liveries and other required Personal Protective Equipments, with deduction of the actual purchase cost and additional fifty percent as penalty at cost of purchasing after initial window period of 15 days to the contractor.

The safety shoe shall have guarantee of minimum one year, however in case of damage to the shoe replacement to be done at the cost of the contractor. The cost of uniform and shoes to be borne by the contractor and not to be deducted from the wages /salary / remuneration of the personnel deputed. A register in respect of issue of Personal Protective Equipment to the personnel of contractor deputed at BCPL to be mentioned as per statutory / EIC's verification purpose.

3.7 In case the COMPANY considers presence of any of the persons of the CONTRACTOR undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by the COMPANY to the CONTRACTOR and such persons shall be necessarily removed from site by the CONTRACTOR on receipt of said notice. Such a person will not be re-employed without the express and written authorisation of Engineer-in-charge of the COMPANY. Suitable replacement/arrangement to be made by the contractor to ensure uninterrupted services under above circumstances as per the instructions of the Company representative.

3.8 The CONTRACTOR shall ensure that all persons are provided with the protective cotton clothing like the helmets, safety shoes, etc. and all the safety equipments required as per the nature of hazard in the task / order entrusted by the Engineer in-charge / Shift in-charge Fire & Safety as may be required from safety and security point of view and all his persons shall follow instructions issued by the company, from time to time.

3.9 During the currency of job, if the work progress does not commensurate with the time elapsed in respect of any person / persons engaged, the CONTRACTOR shall be liable to pay the COMPANY compensation as may be considered reasonable.

3.10 The CONTRACTOR shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipment, fittings, and fixtures as may be caused directly or indirectly by the persons engaged through him/work carried out by them.

3.11 It shall be the sole liability of the Contractor (including Contracting firm / Company) to obtain and to abide by all the necessary Licenses / permissions from the concerned Statutory Authorities as provided under the various existing Labour Legislations including the labour License obtained as per the Provisions on the Contract Labour (Regulations & abolition) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.

3.12 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 indemnity BCPL from such liabilities.

3.13 The Contractor shall discharge Obligations as provided under various applicable statutory enactments including

- Employees Provident Fund & Miscellaneous Provisions Act,1952
- The Factories Act,1948 (including Assam Factories Rule , 1950)
- Employees State Insurance(ESI) Act 1948,
- The Contract Labour(Regulation and Abolition) Act,1970, the
- Interstate migrant workmen (Regulation of employment & Conditions of Service) Act,1979,
- The Minimum Wages Act,1948 (latest revision)
- The payment of wages Act, 1936,
- The Employee's Compensation Act, 1923
- The Payment of Bonus Act,1965 (amended in 2015)
- Other relevant acts, Rules and Regulations enforced from time to time.

3.14 The contractor shall be responsible for required contributions towards Provident Fund, pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED ad shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee' and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

3.15 The contractor shall regularly submit all relevant records / documents to BRAHMAPUTRA CRACKER AND POLYMER LIMITED representative for verification and upon such satisfaction only; BRAHMAPUTRA CRACKER AND POLYMER LIMITED will allow the reimbursement of the amounts paid.

3.16 The contractor shall be solely responsible for the payment of wages, bonus (as per latest payment of bonus act), and other dues to the personnel deployed by him latest

by **7th of the** subsequent month via electronic mode. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. Proof of disbursement of payment to be submitted along with the monthly bills.

3.17 The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him. *Indemnity bond* equivalent to the contract value to be submitted as per BCPL Proforma.

3.18 The contractor shall deploy the supervisors &ensure regular effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

3.19 The period of contract shall be initially for a period of ***twenty-four (24) months*** from the date of issue of letter of intent & may be renewable further period for six months on the same rates, terms & conditions. The contractor has to provide requisite services within fifteen (15) days after issuing of letter of intent.

3.20 If any part of equipment or any equipment is damaged by contractor or his men, the documented purchase cost of the same and additional fifty percent shall be recovered from the contractor depending upon the values appearing in BRAHMAPUTRA CRACKER AND POLYMER LIMITED records book.

3.21 During the contract period, at any point of time, duties assigned to the contractor or his men is not fulfilled, contractor is liable to pay penalty as decided by Shift in-charge, Fire & Safety / Engineer in-charge / Office in-Charge against the non-fulfilment of Job.

3.22 The CONTRACTOR and his resources have to be familiar to work in the Fertiliser / Hydrocarbon / LPG / Petrochemicals / Chemical industry or Refinery.

3.23 Before deployment of his resources the contractor has to fully satisfy the Engineer in-charge / Office in-Charge of the work Centre regarding his capabilities of effectively executing the assigned jobs and maintenance of F&S System at the plant. Contractor has to arrange training for personnel deputed and arrange demonstration by personnel deputed.

3.24 The rates agreed to here-in shall remain fixed till the expiry of the contract and the Contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to .Contractor's own ignorance or on account of any difficulties or hardships faced by him.

3.25 All the personnel deputed shall be in contact through mobile phone with the Engineer-in – Charge, control room while on off the duty and while journey to another premises, pipeline location. Mobile numbers of all the personnel deputed to be informed prior to their engaging in job.

3.26 All the personnel deputed shall undergo a *medical check-up* from a recognised hospital as per the scope of work, initially at the start of the contract prior to depute personnel at work. Medical Check-up for the personnel deputed is in the scope of the contractor, contractor has to bear the entire cost and no amount to be deducted from

the wages / salaries of the personnel deputed. Afterwards medical check-up shall be carried out at least once in a year. Reports in this regard to be submitted to Engineer in-charge before deploying at site. If the contractor fails to carry out medical check-up as required, Brahmaputra Cracker and Polymer Limited reserves the right to carry out the medical check-up and deduct the documented cost and additional fifty per cent from the bill of the contractor.

3.27 Contractor to issue **Employment Card** to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.

3.28 Contractor shall issue **wage slip** to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.

3.29 Contractor shall pay **Retrenchment Compensation** to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed at least 240 days in preceding 12 months as on the day of retrenchment.

3.30 Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.

3.31 Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submit the same to BCPL as and when required.

3.32 Contractor shall deploy qualified and experienced personnel to discharge the contractual obligations effectively.

3.33 The substitute for weekly off days / leave shall be provided by the contractor without any extra cost.

3.34 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.

3.35 Supervisor has to make roaster for shift duty and other duty of the personnel deputed at the beginning of each month in such a way that normally

a) No person shall perform shift night to morning in continuation (No person shall be allowed to work for more than 8 hours at a time in normal case)

b) Paid (03 days) National Holiday shall be granted to every workman during a calendar year.

c) Paid Festival Holiday (08 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will avail the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site.

d) Shift Allowance shall be granted to the workers who perform their duties in A, B &C Shifts

e) Contractor shall be responsible for payment of overtime wage to his employees under the laws as per prescribed rates.

3.36 <u>OtherGuidelines</u>:

a) The persons deployed for Shift Duty \ should report at least fifteen minutes before in the Fire Station, of that particular location. Duty period for shift and General Shift shall be notified from time to time.

b) The persons deployed for services under all SoR Items on duty *to keep strict vigilance against outbreak of fire and to check the availability/serviceability of first-aid firefighting equipment and fixed fire protection installations.*

c) The persons deployed for services under all SoR Items on duty *to use firefighting equipment and operate fixed installations in case of actual fire or during exercise and demonstrations etc. independently and/or under command of Engineer in-Charge/ shift In-charge.*

d) The persons deployed for services under all SoR Items on duty *to assist the Shift in charge control / O&M staff for conducting evacuation as per the instructions/directions of Fire-cum -Safety Officer.* The persons deployed must be physically fit for carrying out rescue operations in case of fire or any other emergency/exercise.

e) The persons deployed for services under all SoR Items should be well conversant with firefighting, fire alarm system, fire-extinguishing system, fire hydrant system. Further, the persons deployed by the contractor should have proper knowledge of the firefighting system, layout of water piping, water flows, Hydrocarbon Pipelines, fire protection system, fire alarm system, fire-extinguishing system, fire hydrant systemetc

f) The persons deployed for services under all SoR Items shall undergo *on job training cum familiarization program* of at respective BRAHMAPUTRA CRACKER AND POLYMER LIMITED locations for minimum period fifteen days to ascertain the competence and performance. The persons deployed for services under training shall not be considered for payment / personnel deputed for execution of job.

g) The persons deployed shall be well aware of the hazards of fire, Hydrocarbon, flammable gases, water at pressure and electricity and necessary precautions, he has to take while on equipment as and when required job. He has to be safety conscious all the time and shall not take any chance to work on LIVE LINE / ELECTRICAL CIRCUIT under any circumstances.

h) The persons deployed must have sufficient knowledge about the first-aid requirements when somebody gets burns, electrical shock. He must know all steps of shock treatment. He must be well conversant with the ways and means to fight all type of fire and should be able to use the firefighting extinguishers and other equipment as and when required.

i) Contractor has to assist in carrying out any other job assigned by seniors to be carried out in F&S dept. Contractor has to monitor and supervise the preventive/ breakdown and any other work being carried out for firefighting system by any other agency and keep the record and follow-up for the same, in case of breakdown or malfunctioning of any of the system / equipment, the matter is to be immediately conveyed to EIC and corrective action / work has to be carried out as advised.

3.37 **RECORDS**: The contractor shall keep daily record of installed equipments. Inventory / materials and housekeeping of items/ equipments and store, and shall ensure that daily log report of all the works / jobs carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of each unit. A monthly report of all the works / jobs carried out (preventive and breakdown maintenance jobs carried out etc) during the month should be submitted along with the monthly bills

3.38 **Criteria, Educational Qualification and Physical Standards for all Personnel**: - The persons deployed for services under all SoR Items shall have physical standards as per the respective Scope of Work. The Contractor shall be held responsible for any suppression of facts and liable for forfeiting of guarantee money and cancellation of contract.

3.39 The contractor shall abide by the following Labour Laws, Assam Factories Rule 1950 and maintain following registers as per the Ease of Compliance to maintain register under Various Labour Law Rules,2016 and subsequent amendments: -

(a) Form A (Employee Register),
(b) Form B (Wage Register),
(c) Form C (Register of Loans /Recoveries) ,
(d) Form D (Attendance Register).
(e) Respective forms of Assam Factories Rules 1950.

Note: Any other register/records required by labour authorities from time to time, shall also be maintained by the contractor.

3.40 The total working hours for the personnel deployed under the contract by the Contractor would generally be as per the Government norms except during emergency requirements and any anomalies arising out of the working hours of the personnel will be wholly within the purview of the contractor alone. No payment towards overtime, due to extra work when required or any other allowance will be paid by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

3.41 The contractor will be fully responsible for any accidental Injury, disability due to injury and or Death or consequential loss to the contractual worker of the company while in the service of this Establishment. Contractor will indemnify BCPL by signing on the document.

3.42 The contractor shall cover all the workers/personnel under this contract under Employee State Insurance and submit documentary proof of the same to this office.

3.43 The Contract shall not handle any equipment/ systems or utilities that are not identified for the use by his personnel. Any damage arising out of violation thereon either directly or indirectly will be liability of the Contractor.

3.44 All Major and Minor Fire Fighting Equipments entrusted to the Contractor shall be his responsibility and damage / loss caused due to mishandling, the liability shall be on

the Contractor which will be *1.5 times* of the documented purchase cost of the item shall be recovered from the bill of the contractor.

3.45 The contractor shall ensure complete Fire Protection of all BRAHMAPUTRA CRACKER AND POLYMER LIMITED's property and safeguard the employees from Fire incident by providing properly trained personnel.

3.46 The Contractor shall ensure execution of the work as per Scope of Work & submit documentary evidence.

3.47 Proof of Experimental and Establishment reserves the right to reject any person/persons deployed or proposed to the deployed by the Contractor without assigning any reasons.

3.48 The Contractor shall ensure that photo identity cards issued as work permits are deposited with the Contractor Supervisor whenever personnel under his contract are leaving service-leave/resign.

3.49 The contractor shall ensure full discipline of all personnel deployed by him at all times and ensure that his personnel are *not intoxicated* while on duty and they display their identity cards at all times during duty.

3.50 The Contractor shall ensure that his personnel are not involved in *Trade Union activities* inside or outside at any time during their deployment with various premises of Brahmaputra Cracker and Polymer Limited, at Lepetkata.

3.51 The contractor shall be responsible to change/replace personnel within 24 hours on demand by the EIC, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for acts committed like

(a) Violation of Security and safety regulations.
(b) Sleeping while on duty.
(c) Any negligence in performance of duty.
(d) Drunkenness and or Disobedience.
(e) Theft / dishonesty.
(f) Lack of efficiency,
(g) Continue absent from duty for 06 days or more without permission;
(h) Any other Activities detrimental to the safety and in the interest of Brahmaputra Cracker and Polymer Limited.

3.52 The Contractor at the time of signing of contract shall submit an Affidavit duly Notarized with the following indemnifying BRAHMAPUTRA CRACKER AND POLYMER LIMITED:

(a) During work, in case of accidental Injury, Disability due to injury and or Death to the contractual worker of the company while in the service of this establishment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be held responsible, Medical expenditure and or any Compensation to be given to the injured / disable / deceased shall be borne by the contractor.
(b) All contractual service personnel shall be covered under ESI and accident Insurance.
(c) For change of ownership of the company or addition of a working partner, the contractor shall intimate BRAHMAPUTRA CRACKER AND POLYMER

LIMITED at least one month in advance before change of ownership or addition of partner.

3.54 HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

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

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

a) Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
b) The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
c) Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
d) Non-conformance of 'HSE' by Contractor as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
e) Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
f) All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
g) Contractor shall ensure that all their staffs and workersshall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
h) Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
i) All equipment should be tested and certified for its capacity before use.

j) Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.

k) All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BCPL.

l) Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.

RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS

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

4.0 INDEMNITY AGREEMENT:

(a) Contractor agrees to protect, defend, indemnify and hold BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless from and against all claims, demands and causes of action, liabilities, expenses costs, lines, rights in term and judgment of every kind and character without limit which may arise in favour of Contractor's Employees, agents, subordinates or their employees or third parties on account of bodily injury or death or damage to personal property as a result of the operation contemplated hereby, regardless of whether said claims, demands or causes of actions out of the negligence or otherwise in whole or in part, un-seaworthiness or other fault, including pre-existent conditions or commission its Contractor (Other than Contractor) Sub-contractor, Partners, Joint ventures, employees or agents.

(b) BRAHMAPUTRA CRACKER AND POLYMER LIMITED agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims suits, demands and cause of action liabilities, expenses, costs, lines, rights in term and judgment of every kind and character without limit, which may arise in favour of commission, its Employees Agents, Contractors, (other than contractor) and sub-

contractors or their employees on account of bodily injury, death or damage to personal property as a result of the operations contemplate hereby and caused by any act of BRAHMAPUTRA CRACKER AND POLYMER LIMITED unless the said claimed demands or causes or action rise out of negligent of otherwise in whole or in part or other fault, including pre-existing conditions of Contractor, its Sub-Contractor Partners, Joint ventures, Employees or Agents.

5.0 SIGNING OF CONTRACT AGREEMENT

5.1 Successful bidder will execute an Agreement on a non-judicial stamp paper of the requisite value (as per the stamp act) at its own cost within a period of 07 days from the date of the issue of letter of intent/work order.

The contractor shall keep BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless and indemnified against any claim, demand, actions, suits, proceedings and judgments for all liabilities, costs, losses, damages or expenses incidental to or in connection herewith which may be made or brought out against BRAHMAPUTRA CRACKER AND POLYMER LIMITED whether by the contractor or its employee(s), agents, successor(s) or assigns or by the third party or any person for the discharge of its obligations under the contract and further defend BRAHMAPUTRA CRACKER AND POLYMER LIMITED from any litigation involving BRAHMAPUTRA CRACKER AND POLYMER LIMITED from any party including Central or State Government, under the contract.

6.0 PERIOD OF CONTRACT AND CONTRACT VALUE:

6.1 The contract will be initially for a period of **twenty-four months (24 months)** from the date of award of order and can be further extended by six months at the same rate terms and conditions. During the currency / progress of the contract at any point of time, if the contractor performance is not found satisfactory enforcing termination Clause can terminate the contract.

6.2 The value of contract shall be in accordance with the schedule of rate and schedule of quantities. However, actual work may vary depending upon the requirement by Engineer I-Charge or site In-charge. Minimum value of work is not guaranteed.

7.0 MATERIAL & SPARES

BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall supply all materials, spares, consumables electricity and water free of cost to carry out the services as per the scope of work. *Kits and liveries, Personal Protective Equipments for the personnel deputed for the maintenance of firefighting and fire protection equipment, to be provided by the contractor.* For providing Kits and liveries & Personal Protective Equipments for

the personnel deputed, no amount to be deducted from the payment of the deputed personnel.

8.0 ALTERATION IN WORK SCHEDULE

If any time after commencement of work, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for any reason whatsoever does not require the whole or part thereof as specified in the tender document to be carried out, the Engineer in-Charge of the work centre shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantages which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Contractor shall not have any claim for compensation by any reason of any alterations having been made in the original specifications, and instructions, which shall involve any curtailment of the work, originally contemplated.

9.0 SUBLETTING & ASSIGNMENT

The contractor shall not, without previous consent, in writing of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, sublet, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other party. Any such assignment/subletting shall not absolve the contractor from all or any obligations duties and responsibilities under the contract. In case of subletting without permission, the contract can be terminated forthwith.

10.0 TERMINATION

(a). Notwithstanding anything contained elsewhere, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED may at any time at its option terminate the contract after giving 15 days' notice in writing to the contractor without assigning any reasons upon such termination the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the right to remove the contractors material from the work site and contractor shall be paid price of work satisfactorily completed till then, in accordance with the provision of contract.

(b). *Termination for unsatisfactory performances*: If BRAHMAPUTRA CRACKER AND POLYMER LIMITED considers that performances of the contract are unsatisfactory or not up to the expected standard, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the option to terminate this agreement if the contractor fails to comply with the requisition contained therein the said written notice issued by the BRAHMAPUTRA CRACKER AND

POLYMER LIMITED to the contractor within 10 days of the receipt thereof by the contractor.

(c) 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.

(d) 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, BRAHMAPUTRA CRACKER AND POLYMER LIMITED 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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED under the contract such as forfeiture of Security Deposit, withholding of payments etc.

(e) In case the issue of submission of false document comes to the notice after execution of the work, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

Further, such contractor/bidder shall be blacklisted for future business with BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

11.0 CONTRACTOR PERFORMANCE GUARANTEE/ SECURITY DEPOSIT / DEFECT LIABILITY PERIOD, ABNORMALLY HIGH UNIT RATE ITEM

11.1 Contract or Performance Guarantee:

The contractor has to furnish CPG / Security Deposit in acceptable format to BRAHMAPUTRA CRACKER AND POLYMER LIMITED for 10% of annualized contract value within 15 days from the award of contract as per the GCC Clause No-24

11.2 Defect Liability Period:

Defect Liability Period shall be six months from the date of completion of entire contract. The Security Deposit shall be released after successful completion of Contract Period and Defect Liability Period.

11.3 Abnormally High unit Rate Items:

"In items rate contract where the quoted rates for the items executed 50% of the owners/ estimated rates, such items will be considered as abnormally high rates items and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

1. Rates as per SOR, quoted by the contractor.

2. Rate of the item, which shall be derived as follows:

a. Based on rates of machine and labour as available from the contract (Which includes contractor's supervision, profit, overheads and other expenses).
b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overheads & other expenses.

12.0 INCORPORATION CLAUSE

BRAHMAPUTRA CRACKER AND POLYMER LIMITED can incorporate any condition later on also, which is not envisaged herein at the time of agreement, and can be of sole interest/ advantage to BRAHMAPUTRA CRACKER AND POLYMER LIMITED. Interpretation of terms and conditions of this document as confirmed by BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be final and binding on the contractor.

13.0 TERMS OF PAYMENT

(a) Bill in duplicate will be submitted every month to the Engineer in charge at Brahmaputra Cracker & Polymer Limited, Lepetkata, for verification, certification & onward transmission to finance department for release of payment. Bills are required to send in an envelope mentioning the following information on the top:

i) Invoice Number,
ii) Work Order Number of BCPL,
iii) Date of Invoice,
iv) Service Provided to the Department and Location,
v) Brief Description,

Those bills shall be submitted as per SOR along with the documents as applicable:

i) Provident Fund Contribution deposit certificate,
ii) ECR Mandate for Provident Fund,
iii) ESI Payment deposit certificate, / Equivalent medical Insurance document.
iv) Employee Compensation Insurance.
v) Documentary evidence for payment deputed personnel for previous month, Bank Statement for release of payment etc.
vi) Any other statutory payment bonus etc, to the personnel deputed for any particular month.
vii) Proof of GST remittance.

No advance payment in any form will be made even against supply of materials. The monthly payment shall be released only after a satisfactory completion of work as per terms and conditions of agreement. Payment shall be released with necessary recoveries within thirty (30) days from the date of receipt of bills

through cheque. For this the bidders are requested to give their account details in any of the nationalised banks.

(b) No deviation of payment terms as per tender document shall be acceptable.

(c) The contractor has to bear the **Tax liabilities under Income Tax Act 1961**, amended from time to time in respect of himself and his employees.

14.0 SCHEDULE OF RATES

a. The contractor shall quote as per items given in Schedule of Rate attached herewith for Locations- Lepetkata. The rates shall be firm & composite. The Contractor shall quote for monthly rates including taxes and other charges for carrying out the operation & upkeeping activities. The schedule of rate shall be read in conjunction with special conditions of contract, general conditions of contract & any other documents forming part of this contract. The quantities shown against the various items are only approximate & subject to any variations as per the stipulations made in general condition of contract.
b. The owner reserve the right to interpolate or extrapolate the rates for any new items of work not covered in the schedule of rate from the similar items already available in SOR. All the works shall be measured upon completion & paid for contracted rates. In case any activity especially not covered in SOR description but same is not covered under the scope of work/ specification, no extra claim on this account shall be entertained.
c. The value of work under this contract shall be as per quantities mentioned in the SOR. Actual work may vary to any extent plus or minus to the attached quantities. The value of work will be as mentioned in the SOR, and shall remain firm during the entire period of the contract.
d. The contract price shall be arrived at by considering the jobs description as per the SOR, Scope of Work and Special Condition of Contract. The rate quoted by the bidder. even in the event of variation of the contract value arising from non execution of certain SOR items, the unit rate as quoted by the bidder shall remain the same and no revision in rates whatsoever will be applicable during the present tenure of contract or extension thereof.
e. The rate quoted by the bidder shall remain firm throughout the period of the contract. The unit quoted shall include all expenditure envisaged by the bidder. Schedule of rates shall be deemed to include and cover all cost, expenses, liabilities taxes and duties including work contract tax(except GST) of every description and all risk of every kind to be taken in executing and completing the work.
f. The quoted rates shall be deemed to be inclusive of all taxes, duties, octroi, levies, works contract tax, bonuses, statutory payments etc. (except GST and education cess) as applicable till the completion of the contract and the contractor shall not be eligible for any compensation on this account during the entire period of contract.

However, for GST, the bidder has to quote the percentage (%) of GST at the applicable rate categorically specifying the same in the SOR (schedule of rates) otherwise it shall be presumed and deemed that GST at the present applicable rate and, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not reimburse the portion of GST for this entire contract period.

15.0 GST:

The quoted rates shall be inclusive of all taxes and duties applicable during the contract period except for GST& Education cess thereon. GST& cess thereon shall be paid extra, if applicable, **on submission of documentary Evidence/Invoice(s).**

The Bidder shall indicate in the bid the GST Registration Number and in case the GST Registration Number is not available, the bidder will give confirmation for obtaining Registration with a copy of application for registration.

The contractor liable to pay GST for the work/ services rendered to BRAHMAPUTRA CRACKER AND POLYMER LIMITED, shall specifically mention the GST Registration Number in their invoices. Further, the amount and rate of GST shall be separately and distinctly specified in the invoice.

For payment of GST, serially numbered Invoice/ Bill shall be issued by service provider and should also specify the following:

(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 8: value of taxable service provided and;
(iv) The GST payable on such services.

The above details are required to enable BRAHMAPUTRA CRACKER AND POLYMER LIMITED to avail CENVAT credit for the GST payments.

The bidder shall quote separately the PRESENT APPLICABLE RATE OF GST PAYABLE if any otherwise it shall be deemed presumed that the quoted rates are also inclusive of GST& bid shall be evaluated accordingly and in such case GST should be borne by service provider only if applicable during execution of contract. GST& cess thereon shall be paid extra, if applicable, on submission of documentary evidence/invoice(s)

In case of any statutory variation in GST during the currency of the contract, the contractor shall submit a copy of 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 GST/statutory variation in GST, should be raised within two (2) months

from the date of issue of Government Notification for payment of differential GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

16.0 TAXES & DUTIES

(a) The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be liable to pay or reimburse any taxes, duties and levies including but not limited to taxes imposed on the income on the contractor and its employees. The contractor shall make all reports and take all action necessary for such payment. BRAHMAPUTRA CRACKER AND POLYMER LIMITED in the event so required by law withhold and pay to the Tax authorities directly any taxes, levies assessed on account of the contractors of operation pursuant to this agreement and contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED against any all liabilities claimed for taxes and statutory payment including interest and penalty which any attributes may impose on the BRAHMAPUTRA CRACKER AND POLYMER LIMITED or on the contractor.

(b) Charges payable hereunder shall be firm during the period of the contract or any extension thereof and no escalation shall be allowed on any ground whatsoever.

(c) The contractor shall be liable to pay the entire license fee or any other fees as required by any authorities. The contractor shall observe all statutory laws and rules and regulations. Contractor shall pay to the concerned personnel all the payments due to the personnel deployed by the contractor under this contract. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED has no liabilities whatsoever.

17.0 ACCOMMODATION & TRANSPORTATION

The contractor will make his own arrangements for accommodation, food, and transportation etc of the personnel deployed by him at the worksite. In case of requirement of stay / halt at any location at pipeline, contractor has to arrange food and accommodation for deputed personnel.

However, for the Pipeline Maintenance planned activities at pipeline, movement within the premises transportation or vehicle will be provided by Brahmaputra Cracker and Polymer Limited, from the maintenance bases / worksites, for their respective jurisdiction as per the convenience of Brahmaputra Cracker and Polymer Limited, / maintenance schedule.

18 PENALTY & PRICE REDUCTION SCHEDULE

Time and service are the essence of this contract. As per the contract, the contractor has to provide right quality of service and right time to the owner. In case the contractor fails to provide the service on any day as per the contract, the **pro-rata penal deduction of the day's service charge will be deducted from their proceeds**. However, the aforesaid penalty is in addition to the penalty for delayed

work/execution as stated in our Price reduction schedule Clause no- 27 of GCC. There shall be also price reduction with the years of experience for various personnel as per the Scope of Work / Qualification and experience of personnel.

19 INSURANCE

The contractor shall provide necessary insurance coverage to his men, material, machinery and equipment. The **Brahmaputra Cracker and Polymer Limited** shall not be liable to any claim for accident/ loss during execution of work. The relevant document shall be submitted before commencement of work.

20.0 MOBILISATION PERIOD

The contractor is required to mobilise within fifteen (15) days from the date of FOI / LOA whichever as earlier at his own cost without any implication to BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

21.0 APPLICABLE CODES AND SPECIFICATIONS:

a) 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.
b) The contractor will also be required to take repair work according to the priorities fixed by the EIC from time to time.

22.0 COMPLETION CERTIFICATE & FINAL BILL:-

a) The Engineer-in-charge shall normally issue to the contractor, the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the contract documents.

b) The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement book/sheets. The final bill shall be prepared in the prescribed proforma with reference to total work covered by the contract, such bill to be drawn up by applying the applicable rates, specified in the schedule or rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and will be considered as conclusive.

23.0 FINAL CERTIFICATE:

Within fifteen days of the contractor's application after the expiry of the period of defect liability provided in the contract, the Engineer-in-charge shall issue final certificate to the contractor certifying that the contractor has performed his obligations in respect of the defect liability period and until, issue of such final certificate, the contractor shall be deemed not to have performed such liabilities not withstanding issue of the completion certificate or payment of the final bill by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

24.0 STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW

a. It shall be the sole liability of the Contractor (including the Contracting Firm/Company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour Legislations.

b. The Contractor/Contracting Firm shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund and Miscellaneous Payment Act 1952, Employees State Insurance (ESI) Act, 1948, Contract Labour (Regulations & Abolition) act, 1970, Inter-State Migrant Workmen (Regulation of employment & Conditions of Service) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees Compensation Act 2010 (Previously known as Workmen's Compensation Act, 1923), Payment of Bonus Act,1965 and any other relevant Acts, Rules & Regulations enforced from time to time. In the area which is not covered under ESI Act, Contractor / Contracting Firm should cover its personnel engaged to execute the work under Employee's Compensation Act, 1923 and obtain equivalent medical insurance.

c. It is made clear that the Contractor shall have a separate PF code number with Regional Provident Fund Commissioner & ESI code allotted by the concerned Authorities & ensure coverage of the persons employed under the Contract. It is also recommended that the contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contributions of the workmen / employees in EPFO Tinsukia. The Contractor/Contracting Firm shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED and shall deposit these amounts on or before the prescribed dates. Contractor shall submit the proof of depositing the employee's and employer's contributions along with monthly running bill. The documents for proof shall be ECR Mandate, Confirmation Slip, and acknowledgement slip along with the monthly bills.

d. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Regional Labour Commissioner (Central), Ministry of Labour, Government of India, Dibrugarh.

e. *The Contractor should produce necessary EPF & ESIC code before commencement of the work.* The Contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED. In case of placement of order, the bidder should furnish necessary valid Employees Provident Fund (EPF) registration certificate & ESIC registration certificate in the name of the contractor's firm DULY NOTARIZED BY NOTARY PUBLIC before commencement/mobilization of work/contract.

f. If workmen who are not covered under ESI Act, the contractor should take appropriate Workmen / Employee Compensation Insurance policy and submit the copy to BRAHMAPUTRA CRACKER AND POLYMER LIMITED (India) Limited. *NO DEVIATION IS ALLOWED IN THIS REGARD*.

g. The Contractor / Contracting Firm shall be solely responsible for the payment of wages and other dues to the persons deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the dispute relating to the dues and employment of personnel deployed by him.

h. The Contractor shall be solely responsible for disbursement / payment of wages and allowance to his personnel / salaries latest by 7th day of the subsequent month that might become applicable under any new act or order of the Government. BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall no liability, whatsoever, in this regard. Disbursement of wages must be witnessed by the principal employer.

i. The contractor shall ensure to obtain Employees Compensation Policy covering the risks of the accident at the workplace and injury sustained out of in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed thereunder.

j. If due to any reason whatsoever, BRAHMAPUTRA CRACKER AND POLYMER LIMITED is made liable to meet any obligation to pay the contribution towards PF/ESI or any other statutory payment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be at liberty to recover such amount by deducting it from the 'Security Deposit / Contract Performance Security' or from any sum due to the Contractor whether under this Contract or otherwise.

k. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED from such liabilities.

l. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace

him, failing which, BRAHMAPUTRA CRACKER AND POLYMER LIMITED may terminate the contract.

m. The Contractor/Contracting Firm shall indemnify the Company against all charges, dues, claims, losses or damages, if any, caused to it on account of acts of the personnel deployed by him. The contractor shall indemnify Brahmaputra Cracker and Polymer Limited against losses or damages if any, caused to it on accounts of acts of the personnel deployed by him for execution of the contract.

n. The Contractor/Contracting Firm shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

o. The contractor is required to maintain records and registers as required under different laws under clause 3.32 and also any other required under the law.

p. Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contract obligations effectively. If any shortcoming noted then PRS shall be two times the actual rate.

q. The Contractor shall not deploy any person below "eighteen [18] years" of age for executing this contract.

r. The persons to be deployed should be on rolls of the contractor/contracting firm. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorised representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from Brahmaputra Cracker and Polymer Limited under the relevant rules.

s. All statutory provisions are to be paid to the contract employee as per statutory requirement irrespective of the price quoted by the contractor. If the quoted rate is found less than the minimum rate as per statutory requirement then the tender is liable to be rejected.

25.0 LOCATION OF WORK:

The proposed service is to be provided at Brahmaputra Cracker and Polymer Limited, Lepetkata, Assam. Before submission of the bid, bidder must follow the below mentioned points:

25.1 Local Conditions: Each bidders must have to know all local conditions and factors such as statutory labour enactments / amendments & Memorandum of Settlements (MoS), if any, which may have effect including financial implication on the execution of the contract in their own interest.

Bidders may seek clarifications (if any) regarding such local conditions from BCPL, before participating in the tendering process. However, company shall not

entertain /consider any request for clarification from the bidder, once bid is submitted.

It is the sole responsibility of the bidder that such factors have properly been evaluated and considered while submitting the bid proposal. No claim whatsoever including financial adjustments arises on account of failure of the bidder to apprise himself about the local conditions/MoS, (if any) will be entertained by the company once bid is submitted."

25.2 Manpower Engagement: That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of 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. So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.

SCOPE OF WORK

BCPL, Lepetkata has the capacity of cracking 2, 80, 000 MT of Ethylene and Propylene per year along with production of polymer products. To cater the total process, the complex has a large network of off-sites and utility systems. There is RWTP, DM plant, CWTP, N2 plant, Boiler, Flare system and ETP in the complex which needs round the clock operation, round the clock monitoring of parameters, maintaining log books and other relevant records. Proper up-keeping of all these designated areas is the mandatory requirement for the complex. The areas covered in this tender, are illustrated as under:

Units Covered in the scope – Following units are covered in the scope of Bidder:

- Raw water Treatment Plant (RWTP)
- Effluent Treatment Plant (ETP)
- DM Water Plant
- Compressed Air & Nitrogen Plant

Note: The individual plant Inlet and Outlet quality parameters are placed at **Annexure-1.**

Effluent Treatment Plant (ETP):

This plant is located in an area of around **53750 m2.** It handles mainly three streams with treating capacity of a) OWS stream (120 m3/hr), b) CRWS stream (180 m3/hr) and SWS stream (25 m3/hr). The operation of the ETP system is round the clock basis. The treatment system pathway is given below.

OWS stream->TPI (6 Nos.)-> Equalization Tanks (2 Nos.)-> Flash Mixer (1 No.)-> Flocculator Chamber (1 No.)-> Dissolved Air Floater (1 No.)-> pH Adjustment Tank (1 No.)-> Biological Feed Tank (1 No.)-> Sequential Batch Reactor (3 Nos.)-> Filter Feed Sump (1 No.)-> PSA Filters (3 Nos.)-> Activated Carbon Filters (3 Nos.)-> Guard Pond (3 Nos.).

CRWS Stream-> CRWS Effluent Storage Tank (2 Nos.)-> CRWS TPI (4 Nos.)-> Filter Feed Sump (1 No.)-> Dual Media Filter (3 Nos.)-> Activated Carbon Filter (3 Nos.)-> Treated CRWS Sump (1 No.).

SWS Stream-> SWS Receiving Sump (1 No)-> pH Adjustment Tank (1 No.)-> Biological Feed Tank (1 No.)-> Sequential Batch Reactor (3 Nos.)-> Filter Feed Sump (1 No.)-> PSA Filters (3 Nos.)-> Activated Carbon Filters (3 Nos.)-> Guard Pond (3 Nos.).

To operate the ETP system, there are different static and rotary equipment. The list

covering almost all the rotary equipment and vessel list under ETP is given as **Annexure-A**.

The ETP system is monitored and controlled remotely from ETP control room based on PLC oriented SCADA system.

The chemicals used in ETP system are 1) Sulphuric Acid (98%), 2) Caustic (46%), 3) Ferric Alum, 4) De-oily Polyelectrolyte, 5) Urea, 6) Di-Ammonium Phosphate, 7) Dewatering Polyelectrolyte (Oily), 8) Dewatering Polyelectrolyte (Bio).

The jobs in this ETP area under this contract include and not limited to the followings only;

- Smooth operation of plant and machinery in Effluent Treatment Plant and associated equipment both from Field and from ETP Control Room.
- Running of all the required pumps, blowers, agitators, and other rotary equipment of the area.
- Handling and dosing of chemicals as per the standard operating procedures.
- Chemical preparation & stock accounting.
- Loading and unloading of Chemicals.
- Collection and disposal of sludge and slop oil as per procedure decided by BCPL.
- Loading of Slop Oil in designated tankers.
- Round the clock monitoring of equipment parameters and ensuring no overflows of storage tanks during operation in the area.
- Shifting of sludge cake to Bioremediation pit/sludge storage shed and disposal of cake after Bioremediation.
- Removal and Filling of different filter media like activated carbon, sand & gravels etc.
- Maintaining excellent housekeeping at the work place throughout the area.

Geographical Coverage

The scope of Up keeping of the ETP area under this contract includes ISBL units of **(**ETP) plant along with ETP Control room , Primary Treatment section (Equalization tank, TPI, DAF, etc.), Secondary treatment section (SBR), polishing Treatment Section, Sanitary system, VOC system, Slop and Sludge handling section, chemicals handling section and all other associated facilities.

Raw Water Treatment Plant (RWTP):

This plant is located in an area of around **27500 m2.** It mainly consists of one Inlet

Receiving sump with two compartments having total capacity 67000 m3, one full-fledged raw water treatment plant and one treated water sump with two compartments having capacity 12000 m3. The operation of the RWTP system is round the clock basis. The treatment system pathway is given below.

Water from Receiving Sump (1 No.)-> Stilling Chamber (2 Nos.)-> Parshall Flume (2 Nos.)-> Flash Mixer (3 Nos.)-> Clarifier (3 Nos.)-> Sludge Thickener (1 No.)-> Belt Filter Press (2 Nos.)-> Rapid Gravity sand filters (7 Nos.)-> Treated water sump (1 No.).

To operate the RWTP system, there are different static and rotary equipment. The list covering almost all the rotary equipment and vessel list under RWTP is given as **Annexure-B**.

The RWTP system is monitored and controlled remotely from RWTP control room based on PLC oriented SCADA system.

The chemicals used in RWTP system are 1) Ferric Alum/Poly Aluminium Chloride (PAC), 2) Lime, 3) Fullers Earth, 4) Polyelectrolyte, 5) Chlorine, 6) Dewatering Polyelectrolyte.

The jobs in this RWTP area under this contract include and not limited to the followings only:

- Smooth operation of raw water treatment plant and Raw Water Reservoirs (2 compartments) as per process requirements for maintaining excellent quality of treated water supply.
- Handling and dosing of chemicals as per the standard operating procedures
- Chemical preparation & stock accounting.
- Loading and unloading of Chemicals.
- Ensure sufficient water inventory in the reservoirs by regular monitoring of water levels.
- Filling of filter media (sand & garbles) in RGSF as per process requirement.

Geographical Coverage

The scope of Up keeping of the RWTP area under this contract includes ISBL units of (RWTP) plant along with RWTP Control room , Raw Water Feed pump (3No.) from reservoir to primary treatment section (Stilling Chamber, Parshall Flume, Flash Mixture, Clarifier), Filtration System (7no. Rapid Gravity filter), Sludge Handling System (Clarifier Sludge Sump, Sludge Thickener, Belt Filter Press), Chemical Dosing System including Chemical Batch Preparation and dosing of Chemicals (Lime, Alum, PAC, Fuller Earth, Poly Electrolyte, De-Watering Poly Electrolyte), Chlorine handling and Dosing to Stilling chamber and Drinking water sump, Back-Wash System (Back Wash of Filters, Effluent Collecting Sump along with effluent

transfer pump, Back wash water Storage tank), Filter Water Storage System (Drinking water sump, Filter Water Reservoir and Sump A/B), Filter Water Pump House system.

DM Water Treatment Plant (DMTP):

This plant is located in an area of around **9600 m2.** It consists of two chains (One running + one stand-by) having capacity of 132 m3/hr each. It takes its input water from RWTP and produces DM water through ion-exchange method to give supply to different units with required quality. The operation of the DM water plant is round the clock basis. The process of DM water production is given below.
Treated water from RWTP-> Activated Carbon Filter (2 Nos.)-> Strong Acid Cation Exchanger (2 Nos.)-> Degasser Tower (2 Nos.)-> Degassed Water Storage Tank (2 Nos.)-> Strong Base Anion Exchanger (2 Nos.)-> Mixed bed (2 Nos.)-> DM Water Storage Tank (2 Nos.).
To operate the DM water plant, there are different static and rotary equipment. The list covering almost all the rotary equipment and vessel list under DM water plant is given as **Annexure-C**.
The DM water plant is monitored and controlled remotely from DM Water Plant control room based on PLC oriented SCADA system.
The chemicals used in DM water plant are 1) HCL (30%), 2) NaOH (46%), 3) Morpholine, 4) Anionic Resin, 5) Cationic Resin, 6) Activated Carbon.
The jobs in this DM water plant under this contract include and not limited to the followings only:

- Smooth operation of plant and machinery in De-mineralized water Plant and related equipment.
- Handling and dosing of chemicals as per the standard operating procedures.
- Chemical preparation & stock accounting.
- Loading and unloading of Chemicals.
- Ensure sufficient water inventory in the Tanks by regular monitoring of water levels.
- Operation of all pumps, agitators & other rotary equipment as per plant requirement.
- Plant start up, isolation & safe shut down as and when required.
- Quality of DM water at outlet with respect to the parameters specified by BCPL.
- Maintaining pH of neutralized effluent from the plant and consumption of chemicals required for neutralization of effluent from DM plant.
- Removal and Filling of different media like activated carbon, resin etc.

Geographical Coverage

The scope of Up-keeping of the DM water plant under this contract includes ISBL units of DM water plant including running of two Chains (ACF, SAC, DEG, SBA &MB), N-pit area, DM Plant control room & chemicals handling section.

Compressed Air and Nitrogen Plant:

This plant is located in an area of around **27500 m2**. It consists of two chains (One running + one stand-by) having capacity of 2600 Nm3/hr of Gaseous Nitrogen Production and 400 Nm3/hr Liquid Nitrogen Production. It takes input from atmospheric air, compressed the air in centrifugal air compressor for meeting the requirement of plant air and instrument air in the complex. Nitrogen is produced through cryogenic air separation process. The process of Nitrogen production is given below.

Atmospheric Air-> Centrifugal Air compressor (5 Nos.)-> Direct Cooler (2 Nos.)-> Adsorber Vessel (4 Nos.)-> PPU after filter (4 Nos.)-> Cold Box (2 Nos.)-> Liquid Nitrogen Storage Tank (2 Nos.).

To operate the Compressed Air & N2 plant, there are different static and rotary equipment. The list covering almost all the rotary equipment and vessel list under Compressed Air & N2 plant is given as **Annexure-D**.

The chemicals used in Compressed Air & N2 plant are 1) Activated Alumina, 2) Molecular Sieve, 3) Perlite.

The jobs in this Compressed Air & N2 plant under this contract include and not limited to the followings only:

- Smooth operation of plant and machinery in Compressed Air & N2 plant and related equipment.
- Loading and unloading of Liquid Nitrogen as & when required.
- Operation of all pumps, compressors & other rotary equipment as per plant requirement.
- Plant start up, isolation & safe shut down as and when required.
- Handling of the mentioned chemicals/consumables for filling in the respective bed as & when required.

Geographical Coverage

The scope of Up-keeping of the Compressed Air & N2 plant under this contract includes ISBL units of Compressed Air & N2 plant including running of three/four compressors, two Chains of N2 plant, LIN storage area.

The plants & equipment under RWTP, DM water plant, ETP and Compressed Air & N2 plant are likely to run for 365 days (366 days in a leap year) in a year. Accounting of all Regular treatment chemicals to be worked out for 365 days operation and the same to be intimated regular basis to EIC of the contract.

Associated Services

In addition to the jobs mentioned above, the following jobs are also included in the scope of Contractor.

a) Dewatering of valve pits, sumps, guard pond, Eco Pond, sludge thickener, drains etc. Necessary dewatering pumps needs to be arranged by contractor. Connection & disconnection of hoses.

b) Collection of all type of ETP & RWTP sludge (biological, chemical, oily etc.). They have to pack it in the container provided by BCPL and keep it at a safe place as decided by Engineer in charge or dispose it at place decided by Engineer in charge within the petrochemical complex.

c) Pumps change over as per requirement, handing over of machines after proper isolation to maintenance Department, regular round of field and logging down plant and machine parameters.

d) Observation of any abnormal sounds & inform the BCPL maintenance department.

e) Cleaning of Filters and Strainers & checking for integrity and fouling.

f) Bidder shall maintain tool & tackles adequate enough for carrying out all minor maintenance jobs.

g) The contractor's personnel shall not commence the job without the valid permit for the area and for the job. Necessary permits / clearances to be obtained by the contractor's person as per the requirement of the job.

h) All the safety equipments that are provided in the RWTP, DM water plant, ETP and Compressed Air & N2 plant are to be maintained in good operating condition by the contractor. Regular checks for proper functioning of the equipments to be done by the contractor's manpower & get rectified from Fire & Safety department through Engineer-in-Charge of BCPL. In case of any emergency, fire-fighting will be required to be handled by the contractor's manpower who will be on duty during such time of happenings. The operation & maintenance manpower provided by the contractor should be well trained & should be able to handle the emergency situations independently.

i) Contractor's manpower has to follow all the safety standards as per the Fire & Safety philosophy of BCPL. The bidder shall arrange at his own cost for the personal protective equipment such as safety **helmets, safety goggles, hand gloves, safety**

shoes, boiler suit, gumboots, PVC aprons, safety uniforms and any other PPEs required as per BCPL's safety guidelines.

j) Bidder shall maintain all necessary documentation and records such as Field and Control room logs sheets/log books, charts, performance registers, inventory registers, equipment history, power consumption, daily / weekly / monthly /annual performance reports, chemicals and reagents consumption reports. These documents shall be developed in consultation with BCPL. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance on a monthly basis by first week of every month.

k) The contractor will be expected to follow higher standards and put in place related controls under occupational Health, Safety, Environment and Legal considerations. It will be mandatory to follow HSEQ Policy of the company to demonstrate compliance to all relevant components from time to time. All specific HSEQ requirements shall be communicated & enforced by BCPL HSE teams on ongoing manner.

l) There will be requirement of cleaning at the Oil catchers, Hazardous Waste Storage Area and other OSBL units. Unskilled manpower to be deployed at that site for the cleaning purposes. All the tools, tackles and necessary PPEs are to be arranged by the contractors.

Resource requirement

Based on assumption of quantum of works involved during the 24 hrs working for smooth operations of the units as mentioned in the tender document, it is felt that minimum no. of personnel required to carry out the jobs as illustrated in the scope of work should not be less than 12 for each shift as covered for smooth operations. The personnel to be deputed by the contractor would be required to have minimum qualifications, experience and skills as enumerated in **Annexure-2**. In case of requirement of additional resources for carrying out these services smoothly, the same shall be provided by the contractor without any additional financial implication. The contract to be executed on round the clock basis consisting of three shifts per day with each shift of 8 hrs.

BCPL's SCOPE

BCPL shall provide the following:

a. Supply of all dosing chemicals.

b. Process Description & Process Flow Diagram of all IOP units covered in the contract.

c. Office space, laboratory and intercom phone facility in the chemical house.

d. Access to the areas of the plant as per functional requirement.

e. Power (free of cost) at one point for office. Utilities (Power & Steam) shall be supplied free of cost to the extent of Guaranteed Consumption / Specifications.

f. Service / Drinking Water & Plant Air/ Instrument Air to be provided for the operation of the plant as and when required.

g. Necessary work permits as required for the staff and visiting experts.

h. Insurance of all the facilities owned by BCPL.

i. Shut down maintenance will be done by BCPL. Assistance to shutdown shall be provided by CONTRACTOR.

ANNEXURES

Annexure-1: DESIGN WATER & EFFLUENT PARAMETER at BCPL LEPETKATA

S No	Parameter	UOM	Bore Well	Treated Bore Well	River Water	Treated River Water	DM Water Inlet	DM Water Outlet	OWS Raw Effluent Characteristics	CRWS Raw Effluent Characteristics	Sanitary Raw Effluent Characteristics	Treated Effluents Characteristics
1	pH		6--8	7.5	7.00-9.5	7.5	7.5	6.5 - 7.0	6.5--8.5	7--8	7--8	6.5-8.5
2	Turbidity	NTU	2--5	<1.0	4.0 (500 in Monsoon)	<1.0	<1	Nil				
3	TSS	mg/l	0.8-1.2	<0.8	6.0 (500 in Monsoon)	<1.0	<1	-	200	7	200	<10
4	TDS	mg/l	50-65	<115.00	60-105	161.2	115 - 161.2	<0.1	5000	161		
5	Conductivity @ 20 deg C	micro mho/cm	80-110	178	90-250	100--248	178 -248	<0.2				
6	MO Alkalinity as $CaCO_3$	mg/l	60-70	83.5	88-90	75--85	83.5 - 84.5	-				

7	Magnesium as $CaCO_3$	mg/l	15-25	19	15-55	25--32	19 - 32	-				
8	Total Hardness as $CaCO_3$	mg/l	30-50	60	40-105	80--90	80--90	Nil				
9	Calcium Hardness as $CaCO_3$	mg/l	15-28	41.75	25-50	58	41.8 - 58.8	-				
11	Total reactive silica as SiO_2	mg/l	50--65	50--65	5--35	5--35	5--35	<0.02				
12	Chlorides as Cl	mg/l	2--5	<2.2	2--8	6--8	2.2 - 7.8	Nil				
13	Sulphates as SO_4	mg/l	.7-.9	<0.84	1--25	16	16	-				
14	Dissolved Iron as Fe	mg/l	Nil	Nil	Nil	Nil	-	-				
15	Total Iron as Fe	mg/l	Nil	Nil	0.02-5	<0.01	0.01	<0.01 (ppm)				
16	Total Copper as Cu	mg/l	<0.08	<0.08	<0.07	<0.07	<.07	<0.003 (ppm)				
17	Potassium as K	mg/l	1--4	1--4	1--5	<3	1 - 3.0	-				

18	Sodium as Na	mg/l	10--15	10--15	5--12	<8	8--15	-				
19	Organic matter as $KMnO_4$ value at 100 deg C	mg/l	Nil	10	Trace	10	10	<5 (ppm)				
20	TC/TA as $CaCO_3$	mg/l	-	90	80-100	112	-	-				
21	Oil Content	mg/l	-	-	-	-	-	Nil	1400	180	5	<10
22	Dissolved oxygen (max)	ppm	-	-	-	-	-	-				
23	BOD5 at 20 deg C								600	6	300	<10(BOD3)
24	COD								1200	18	400	<80
25	Toal Sulfide as S								2			0.5
26	Phenols								6			0.5
27	Cyanide (as CN)											0.2
28	Fluoride (as F)											15

29	Hexavalent Chromium (as Cr)											0.1
30	Total Chromium (as Cr)											2

Annexure-2

Tentative minimum man-power requirement in the shift of 8 hrs.

- 1 no. of shift in charge for coordinating overall jobs in N2 plant, DM Plant, RWTP and ETP.
- 1 no. of Operator in each of DM Plant, RWTP, N2 plant and 2 nos. of operators for ETP, Total 5.
- 1 no. helper for each unit for up-keeping of these units, total 4.
- 2 nos. of Technician for different skilled activities in all four units.

Tentative minimum man-power requirement in the general shift.

- 2 nos. Technician,
- 1 no. helpers for up-keeping of all four units.

Bidder to note the following:

- Bidder should provide the details of qualification, experience and skills of the man power resources which are intended to be deployed for operation of this plant. BCPL shall critically review the experience and skills profile of the operation and maintenance personnel intended to be engaged by the bidder. BCPL reserves right to reject any person not acceptable to them.
- Shift In-charge should be Diploma in Chemical Engineering with minimum 3 Years' experience in managing of operation of any chemical /Petrochemical/Fertilizers Industry. However, B.E. (Chemical) will be preferred.
- DCS & Field Operator should have operational experience of 2 years in any chemical /Petrochemical/Fertilizers Industry. For the operator post, B.Sc. qualification is preferred.
- Technician should be Diploma holder/ITI in Mechanical with minimum 1 Year experience in maintenance of any process Industry.

Relievers are included in above required resources.

- Any additional deployment of resources if required shall be provided by the contractor in case it is established that there is a need for such deployment without any cost implication to BCPL. The decision of BCPL shall be final & binding.
- Bidder shall not change his representative at site without prior written approval of BCPL.
- Bidder shall promptly replace any personnel not found suitable or acceptable to BCPL.

ANNEXURE-A

LIST OF ROTARY EQUIPMENTS			
Sl.No.	**PUMP**	**Name**	**TOTAL NO. OF PUMPS**
1	149-PA-01A/B/C	OWS EFFLUENT TRANSFER TO TPI	3
2	149-PA-02A/B/C	EX-TPI TRANSFER PUMP	3
3	149-PA-03A/B/C	DAF FEED PUMP	3
4	149-PA-04A/B	DAF RECYCLE PUMP	2
5	149-PA-05 A/B	SANITARY WASTE TRANSFER PUMPS	2
6	149-PA-07 A/B/C	SBR FEED PUMP	3
7	149-PA-09 A/B/C	FILTER FEED PUMP	3
8	149-PA-35 A/B/C/D	RECIRCULATION OF ACTIVE SLUDGE	4
9	149-PA-36 A/B/C/D	SURPLUS ACTIVATED SLUDGE PUMPS	4
10	149-PA-10 A/B/C	TREATED EFFLUENT PUMP	3
11	149-PA-11 A/B	FILTER BACKWASH PUMP	2
12	149-PA-12 A/B/C	OFF-SPEC EFFLUENT PUMP	3
13	149-PA-32 A/B	CRW FILTER BACK WASH PUMP	2
14	149-PA-13 A/B	FLOOR WASH TRANSFER PUMP	2
15	149-PA-14 A/B/C/D/E/F/G/H/I/J	CRW TRANSFER PUMP	10
16	149-PA-15 A/B/C	CRW TPI FEED PUMP	3
17	149-PA-16 A/B/C	CRW DM/ACF FEED PUMP	3
18	149-PA-34 A/B/C	TREATED CRW TRANSFER PUMP	3
19	149-PA-17 A/B	OILY & CHEM. SLUDGE PUMP	2

20	149-PA-18 A/B	THICKENED OILY & CHEM. SLUDGE PUMP	2
21	149-PA-19 A/B/C	BIO-SLUDGE TRANSFER PUMPS	3
22	149-PA-21 A/B	CONC. H2SO4 TRANFER PUMP	2
23	149-PA-22 A/B	CAUSTIC LYE TRANSFER PUMP	2
24	149-PA-23 A/B	H2SO4 SOLN. DOSING PUMP	2
25	149-PA-24 A/B	CAUSTIC SOLN. DOSING PUMP	2
26	149-PA-25 A/B	ALUM DOSING PUMPS	2
27	149-PA-26 A/B	DOPE SOLN. DOSING PUMP	2
28	149-PA-27 A/B	NUTRIENTS SOLN. DOSING PUMP	2
29	149-PA-28 A/B	DWPE (OILY) SOLN. DOSING PUMP	2
30	149-PA-29 A/B	DWPE (BIO) SOLN. DOSING PUMP	2
31	149-PA-30 A/B	WET SLOP OIL TRANSFER PUMP	2
32	149-PA-31 A/B	DRY SLOP OIL TRANSFER PUMP	2
33	149-PA-39	DEWATERING PUMP FOR CRW SUMP	1
34	149-PA-40	DEWATERING PUMP FOR WET SLOP SUMP	1
35	149-PA-41	DEWATERING PUMP FOR OFFSPEC EFFLUENT SUMP	1
36	149-PA-42	DEWATERING PUMP FOR OWS SUMP	1
37	149-PA-33 A/B	NEUTRALISED SPENT CAUSTIC TRANSFER PUMP	2
38	149-K-01 A/B	DAF AIR COMPRESSOR	2
39	149-K-02 A/B/C/D/E/F	SBR AIR BLOWERS	6
40	149-K-03 A/B	AIR SCOURING BLOWERS FOR PSF & ACF	2
41	149-K-04 A/B	CRW AIR SCOURING BLOWERS	2
42	149-K-05 A/B	VOC BOOSTER BLOWER	2

43	149-K-06 A/B	VOC BLOWER	2
44	149-AG-01	FLASH MIXER	1
45	149-AG-02	FLOCCULATION MIXER	1
46	149-AG-03	PH ADJUSTMENT MIXER	1
47	149-AG-04	THICKENED OILY & CHEMICAL SLUDGE AGITATOR	1
48	149-AG-07 A/B	CAUSTIC SOLUTION AGITATORS	2
49	149-AG-08 A/B	ALUM SOLUTION DOSING AGITATORS	2
50	149-AG-09 A/B	DOPE SOLUTION DOSING AGITATORS	2
51	149-AG-10 A/B	NUTRIENT SOLUTION AGITATORS	2
52	149-AG-11	DWPE (OILY) SOLUTION AGITATORS	1
53	149-AG-12	DWPE (BIO) SOLUTION AGITATORS	1
54	149-AG-13	COMBO UNIT FLOCCULATOR	1
55	149-G-01	OILY & CHEMICAL SLUDGE CENTRIFUGE	1
56	149-ST-01	OILY & CHEMICAL SLUDGE THICKNER	1
57	149-ST-02	BELT FILTER PRESS	1
58	149-FS-01	DAF SKIMMER	1
59	149-SA-01	DAF SCREW AGUR	1

LIST OF TANKS, VESSELS AND SUMPS

Sl No	Name of vessel/Tank	Tag No	Type of Equipment	Capacity (m3)
1	CONC SULPHURIC ACID TANK	149-T-10	Tank	20
2	CAUSTIC STORAGE TANK	149-T-11	Tank	20
3	DOPE SOLUTION DOSING TANK	149-T-15 A/B	Tank	4.3
4	NUTRIENT SOLUTION DOSING TANK	149-T-16 A/B	Tank	1.6
5	DWPE [OILY] SOLUTION DOSING TANK	149-T-17	Tank	4.33
6	DWPE [BIO] SOLUTION DOSING TANK	149-T-18	Tank	1.36
7	ALUM SOLUTION DOSING TANK	149-T-14 A/B	Tank	1.8
8	CAUSTIC SOLUTION DOSING TANK	149-T-13 A/B	Tank	1.8
9	EQUALISATION TANK	149-T-01A/B	Tank	1670
10	CRW EFFLUENT STORAGE TANK	149-T-08 A/B	Tank	2450
11	WET SLOP OIL TANK	149-T-09 A/B	Tank	510

12	NEUTRALISED SPENT CAUSTIC STORAGE TANK	149-T-19	Tank	77
13	PRESSURE SAND FILTERS	149-F-01 A/B/C	Vessel	11
14	ACTIVATED CARBON FILTERS	149-F-04 A/B/C	Vessel	17
15	CRW ACTIVATED CARBON FILTER	149-F-02 A/B/C	Vessel	21
16	DUAL MEDIA FILTERS	149-F-03 A/B/C	Vessel	17
17	Volatile organic carbon (VOC) Filter	149-F-05 A/B/C	Vessel	21
18	CRW receiving sump	149-S-09	Sump	1324
19	CRW Filter Feed sump	149-S-10	Sump	46.67
20	Treated CRW sump	149-S-16	Sump	31.5
21	OWS receiving sump	149-S-01	Sump	136.81
22	Ex-TPI Transfer sump	149-S-02	Sump	85.4
23	Flash Mixing Tank	149-T-02	Tank	5
24	Flocculation Tank	149-T-03	Tank	50.75
25	Dissolved Air Floatation Tank	149-T-04	Tank	50
26	Saturation Vessel	149-V-01	Vessel	1
27	Sanitary Waste Receiving Sump	149-S-03	Sump	1440
28	pH Adjustment Tank/Biological Feed tank	149-T-06 A/B	Sump	31.5
29	Guard Pond	149-GP-01A/B/C	Sump	9000
30	Treated effluent sump	149-S-07	Sump	95
31	Off spec Effluent Sump	149-S-08	Sump	98
32	Oily & Chemical Sludge sump	149-S-11	Sump	6
33	Thickened Oily & Chemical Sludge sump	149-S-12	Sump	84
34	Bio Sludge Sump	149-S-13	Sump	45
35	WeT SLOP OIL Sump	149-S-15	Sump	6
36	Bioremedition Pit		Pit	450

ANNEXURE-B

LIST OF ROTARY EQUIPMENTS

S No.	Equipment	Tag No.	Nos
1	Raw Water Feed Pump	121-PM-101-A/B/C	3 (2R+1S)
2	Effulent transfer Pump	6907-P-21-A/B/C	3 (1R+2S)
3	Back Wash Blower	6907-K-01-A/B	2 (1R+1S)
4	Cooling Water Make-up pump	122-PA-102-A/B	2 (1R+1S)
5	DM Plant/ Service water pump	122-PA-101-A/B/C	4 (3R+1S)
6	Back Wash Pump	6907-17-A/B	2 (1R+1S)
7	Drinking Water pump	124-PA-101-A/B	2 (1R+1S)
8	Clarifier-I/II/III Agitator		1 each
9	Clarifier-I/II/III Raker Arm		1 each
10	Sludge Transfer Pump	6907-P-019-A/B	2 (1R+1S)
11	Lime (River) Chemical Dosing Pump	6907-P-011-A/B/C	3 (2R+1S)
12	Lime (River) Chemical Dosing Tank Agitator	6907-AG-06/07	2
13	Alum Chemical Dosing Pump	6907-P-013-A/B/C	3 (2R+1S)
14	Alum Chemical Dosing Tank Agitator	6907-AG-10/11	2
15	Poly- Electrolyte Chemical Dosing Pump	6907-P-015-A/B/C	3 (2R+1S)
16	Poly- Electrolyte Chemical Dosing Tank Agitator	6907-AG-14/15	2
17	DWPE Chemical Dosing Pump	6907-P-014-A/B	2 (1R+1S)
18	DWPE Chemical Dosing Tank Agitator	6907-AG-12/13	2
19	Fuller Earth Chemical Dosing Pump	6907-P-010-A/B/C	3 (2R+1S)
20	Fullers Earth Chemical Dosing Tank Agitator	6907-AG-04/05	2
21	Recycle pump	6907-P-26A/B	2

LIST OF LIST OF TANKS, VESSELS AND SUMPS

Sl No	Name of vessel/Tank	Tag No	Type of Equipment	Capacity (m3)
1	STILLING CHAMBER – I & II	RCB – I & RCB - II	Sump	61
2	PARSHALL FLUME – I & II	RCB-I-P & RCB-II-P	Sump	61

3	FLASH MIXING TANK – I & II	RCB-IV & RCB-V	Sump	10
4	FLASH MIXING TANK - III	RCB –III	Sump	10
5	RE-ACTIVATOR CLARIFIER	RCB-VI, RCB-VII, RCB-VIII	Vessel	
6	RAPID GRAVITY SAND FILTERS	RCB-XIII	Reservoir	109
7	CLARIFIER SLUDGE SUMP	RCB –IX	Sump	25
8	SLUDGE THICKNER	RCB- X	Vessel	82
9	THIKENED SLUDGE SUMP	RCB-XI	Sump	28
10	EFFLUENT COLLECTION SUMP	RCB –XII	Sump	650
11	FILTERED WATER RESERVOIR	RCB-XV	Reservoir	12000
12	FILTERED WATER SUMP	RCB-XVI	Sump	357
13	DRINKING WATER SUMP	RCB-XVII	Sump	300
14	FULLERS EARTH DOSING TANK	RCB - 13A/B	Tank	6.4
15	LIME SOLUTION DOSING TANK (RIVER WATER)	RCB - 18 A/B	Tank	6.4
16	LIME SOLUTION DOSING TANK (BORE WELL WATER)	RCB - 19 A/B	Tank	3.375
17	ALUM SOLUTION DOSING TANK	RCB - 20 A/B	Tank	6
18	DE WATERING POLYELECTROLYTE DOSING TANK	CS - 1A/B	Tank	4.5
19	POLYELECTROLYTE DOSING TANK	CS - 2A/B	Tank	4.5

ANNEXURE - C

LIST OF ROTARY EQUIPMENTS

SL.NO	NAME OF EQUIPMENT	TAG .NO	QTY
1	Degasser Air Blower	123-K-001 A/B/C	3
2	Degasser Water pump for SBA feed	123-P-001 A/B/C	3
3	Degasser Water Pump for SAC regeneration	123-P-002 A/B	2
4	DM Water Pump for SBA Regeneration	123-P-003 A/B	2
5	DM Water Transfer Pump	123-PA-101 A/B/C	3
6	DM water pump for MB Regeneration	123-P-004 A/B	2
7	Mixed Bed Blower	123-K-002 A/B	2
8	HCL unloading / Transfer pumps	123-P-005 A/B	2
9	Caustic unloading / Transfer pumps	123-P-006 A/B	2
10	46 % Caustic Dilution pumps	123-P-007 A/B	2
11	20 % Caustic Solution transfer pump	123-P-008 A/B	2
12	Alkali Measuring / Dilution tank Agitator (SBA)	123-AG-001 A/B	2
13	Alkali Measuring / Dilution tank Agitator (MB)	123-AG-002 A/B	2
14	Acid / Alkali Dilution Tank Agitator (Neutralization)	123-AG-003	1
15	Brine Preparation and Dosing Tank Agitator	123-AG-004	1
16	Effluent Transfer Pump	123-P-009 A/B/C	3
17	ACF Backwash Pump	123-P-010 A/B	2
18	Morpholine Dosing Pump	123-P-011 A/B	2
19	DM water pump for Caustic Dilution	123-P-012 A/B	2

LIST OF LIST OF TANKS, VESSELS AND SUMPS

Sl No	Name of vessel/Tank	Tag No	Type of Equipment	Capacity (m3)
1	Activated Carbon Filter	123-F-001 A/B	Vessel	20
2	Strong Acid Cation Exhanger	123-E-001 A/B	Vessel	12
3	Strong Base Anion Exchanger	123-E-002 A/B	Vessel	10
4	Mixed Bed Exchanger	123-E-003 A/B	Vessel	7
5	Degasser Tower	123-T-001 A/B	Vessel	9.3
6	Degasser Water Tank	123-T-002 A/B	Tank	100
7	DM water Storage Tank	123-TT-101 A/B	Tank	3300
8	ACF Backwash tank	123-T-013	Tank	34
9	HCL Bulk Storage tank	123-T-003 A/B	Tank	25.5
10	New HCL Bulk Storage Tank	123-T-003C	Tank	50
11	Caustic Bulk Storage Tank	123-T-004 A/B	Tank	90
12	20 % Caustic Solution Storage tank	123-T-005	Tank	156.25
13	Acid Measuring Tank (SAC)	123-T-006 A/B	Tank	1
14	Acid Measuring Tank (MB)	123-T-007 A/B	Tank	0.3

15	Alkali Measuring / Dilution Tank (SBA)	123-T-008 A/B	Tank	0.6
16	Alkali Measuring / Dilution Tank (MB)	123-T-009 A/B	Tank	0.4
17	Acid / Alkali Dilution Tank for Neutralization	123-T-010	Tank	0.1
18	Brine Preparation and Dosing Tank	123-T-011	Tank	14
19	Neutralization Pit (2 Compartments)	123-T-012	Tank	162
20	Priming Chamber	123-V-001 A/B	Vessel	0.314
21	Morpholine Dosing Tank	123-T-014	Tank	1

ANNEXURE - D

LIST OF ROTARY EQUIPMENTS

Sl No	Equipment	Tag No	Nos
1	LP Air compressor	130-KA-101A/B/C/D/E	5
2	HP Air compressor	129-KA-102	1
3	Chilled Water Pump	130-PA-115A.1/115B.1/115A.2/115B.2	4
4	LIN pump	130-PA-113A/B	2
5	Generator Brake Expansion Turbine	130-PZ-108.1/108.2	2

LIST OF LIST OF TANKS, VESSELS AND SUMPS

Sl No	Name of vessel/Tank	Tag No	Type of Equipment	Capacity (m3)
1	LP Air Receiver	129-VV-101	Vessel	18
2	HP Air Receiver	129-VV-102/103	Vessel	168
3	Waste Disposal Drum (2 nos)	130-VV-118.1/118.2	Vessel	1.48
4	Atm. Pressure Storage Tank	130-TT-112A/B(73)	Vessel	530
5	Vaporizer Bath (2 Nos)	130-T-120/121	Sump	16.8
6	Ambient Vaporizer			
7	Direct Cooler	130-EA-101.1(17)	Vessel	6.122
8	Vaporisation Cooler	130-EA-102.1(13)	Vessel	6.51
9	Adsorber Vessel (1W+1S) x 2	130-CP-103A.1/B.1/A.2/B.2	Vessel	5.275
10	Cold box		Vessel	11.391
11	Drain Pit in LIN tank Area		Vessel	0.5

भाग – VI

SECTION-VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.

2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.

2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.

2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.

2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

2.9. All equipment should be tested and certified for its capacity before use.

2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.

2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BCPL.

2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.

2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.

2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

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भाग – VII
SECTION – VII

दर अनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)
(To be uploaded in Folder –I (Techno-commercial part)

[Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)]

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

SECTION-VII

E-TENDER NO: BCPL/C&P/LE19W029ND/01094
NAME OF WORK: HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS

SOR SN	Description of the SOR	UOM	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
SOR 1	**Payment Towards Basic Minimum Wages & VDA**				
SOR 1.1	Operation Assistance & Upkeeping in Shift 6 Highly Skilled + 4 Unskilled + 2 Skilled (1 SIC, 5 Operator, 2 Technician & 4 Helpers) {In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment per head shall be made as per awarded Unit Rate as per the following weightage factor against different category of manpower: Highly Skilled = 0.099; Skilled = 0.084; Unskilled = 0.060}	**Each**	**2190**	**6532.00**	**14305080.00**

SOR 1.2	Upkeeping in General Shift 2 Skilled + 1 Unskilled (2 Technician & 1 Helper) {In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment per head shall be made as per awarded Unit Rate as per the following weightage factor against different category of manpower: Skilled = 0.369; Unskilled = 0.261}	**Each**	**626**	**1492.00**	**933992.00**
SOR 2	**Payment against Paid Annual Leave**	**Each**	**30**	**24577.89**	**737336.70**
SOR 3	**Payment against 03 National holidays & 08 Festival Holidays**	**Each**	**22**	**24421.59**	**537274.98**
SOR 4	**Payment against deposition of Employee Provident Fund @ 13%**	**Monthly**	**24**	**82544.97**	**1981079.28**
SOR 5	**Payment against Bonus @8.33%**	**Yearly**	**2**	**634707.35**	**1269414.70**
SOR 6	**Payment against ESIC@ 4.75%**	**Monthly**	**24**	**36881.17**	**885148.08**
SOR 7	**Payment against Non Statutory allowance @ 16%**	**Monthly**	**24**	**101593.81**	**2438251.44**
SOR 8	**Payment against Shift Allowance for A, B & C-shift duties**	**Monthly**	**24**	**39890.50**	**957372.00**

SOR 9	**Payment towards 02 sets of Uniform, 01 no. of Safety Helmet, 01 pair of Safety Shoe, 02 pairs of Socks. The same shall be release upon submission of documentary proof against purchase & distribution.**	**Yearly**	**2**	**112812.50**	**225625.00**
SOR 10	**Payment towards Medical Check up**	**Yearly**	**2**	**22562.50**	**45125.00**
SOR 11	**Provision of Revision of Minimum wages**	**LS**	**1**	**3463136.58**	**3463136.58**
SOR 12	**Unskilled manpower requirement for contingency services (As & when required)**	**Mandays**	**640**	**390.00**	**249600.00**
SOR 13	**Contractors overhead & profit**	**Monthly**	**24**		
			TOTAL AMOUNT (Rs.)=		
			TOTAL AMOUNT (words)=		
			GST @18%		
			GRAND TOTAL INCLUDING GST (Rs.)=		

	Signature of Authorized Representative:	

	Name of authorized person submitting the tender on behalf of the Bidder(s):	
	Designation of authorized person:	
	Name of Firm / Contractor/Owner:	
	Address of Firm / Contractor/Owner:	
	Date:	

NOTE

1	BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.
2	BIDDERS TO MENTION/INDICATE IN WORDS "QUOTED/NOT QUOTED" AGAINST RATES & AMOUNT OF ITEMS AT SL. NO. 13 (using ball point pen with blue ink)
3	BIDDERS TO INDICATE SAC (S)

PART - II - PRICED BID
ATTACHED AS A SEPARATE SHEET

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

CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD & TENDER FEE /MSE CERTIFICATE (as applicable), POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS" – As per ITB 11.1.1, 5 & 16

DO NOT OPEN

SUB: HIRING OF SERVICE CONTRACT FOR OPERATION AND UPKEEPING OF RWTP, DM WATER PLANT, COMPRESSED AIR & N2 PLANT AND ETP OF BCPL , LEPETKATA FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/LE19W029ND/01094

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL : 11.07.2019 at 1430Hrs

TO

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

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

BID SECURITY / EMD & TENDER FEE /MSE CERTIFICATE (as applicable), POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS.