



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20130134/R/AJD

Date: 15.03.2014

To,

BID DOCUMENT FOR HIRING OF SERVICES FOR PRE-COMMISSIONING, COMMISSIONING AND O&M ACTIVITIES OF INSTRUMENTATION WORKS FOR A PERIOD OF 12 MONTHS AND EXTENDABLE FOR FURTHER PERIOD OF 3 MONTHS OR PART THEROF.

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Central Warehouse”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914611/609

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Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system hiring of services for pre-commissioning, commissioning and O&M activities of instrumentation works for a period of 12 months and extendable for further period of 3 months or part thereof as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20130134/ R/AJD
1.2.3	Bid documents available on Website & BCPL office	From 1700hrs on 15/03/2014 on www.bcplonline.co.in and www.gaintenders.in and CPP portal
1.2.3	Contract schedule	REFER SPECIAL CONDITION OF CONTRACT- SECTION III of tender
1.2.4	Pre-Bid Meeting	25/03/2014 at 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	08/04/2014 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un-priced bid at BCPL, Lepetkata	08/04/2014 at 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 1,60,000/- (Rupees One Lakh Sixty thousand Only)
	Tender Fees (non-refundable)	Not Applicable in this tender
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.

1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Arunjyoti Dutta, DM (C&P) E-mail: ajdutta@bcplindia.co.in Ph. No. +91-373-2914611/09

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

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

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

i) EMD/Bid security.

ii) Power of Attorney.

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

2) EARNEST MONEY DEPOSIT/BID SECURITY

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

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

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

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

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

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

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

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

3) BIDDER’S ELIGIBILITY CRITERIA:

3.1 Technical BEC:

a) The bidder must have executed at least one work order/contract of executed value not less than Rs. 20.00 Lacs for any of following:

i) “Instrumentation Maintenance Jobs”

And /or

ii) “Instrumentation Jobs during erection / commissioning / pre-commissioning / modification/overhaul/ shutdown”

b) The above job should be carried out in a Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/Chemical Plant / Power Plant/Gas Processing Complex / LPG Plant/ Offshore Platform in the preceding 07 years prior to the final due date of bid submission.

c) For similar service contracts which are still running, if the actual executed value as on bid due date is equal to or more than the value indicated above, the same shall also be considered for meeting the single order value criteria.

d) Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above :-

i) Copies of Work Order /Service orders issued by client duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

ii) Completion/Execution Certificate in respect of work/service order mentioned above and it should clearly contain the work/service order reference no., executed value and quantity, actual date of completion etc. Also, the completion certificate /Client Certificate must clearly indicate Full address of Client officer issuing the certificate

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.

3. 2 Financial BEC:

a) The annual turnover of the bidder should be minimum Rs 40.00 Lacs in any of the preceding three financial years (FY 2010-11, 2011-12 & 2012-13).

b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2012-13.

c) The bidder should have minimum working capital of Rs 8.0 lacs as per the last audited financial year i.e. FY 2012-13.

If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than Rs 100 Crore, conforming the availability of line of credit to meet the above specified working capital requirement.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with “Details of financial capability of bidder” in prescribed format duly signed and stamped by a chartered accountant. Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp. The prescribed format is attached as Format 14 (F14)

3.3 Experience acquired by a bidder as a sub-contractor shall also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the BEC:

- i) Copy of work order along with SOR issued by main contractor.
- ii) Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

3.4 However, Bids of Joint Venture/Consortium not acceptable.

3.5 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a 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 payment 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 documents to meet BEC.

The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

3.6 Bids would be evaluated on overall lowest quoted bid basis.

Non-Compliance to above BEC shall hold the bid liable for rejection.

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 1, 60, 000/-. For details refer point no. 6 of General Condition of Contract -**SECTION IV** of tender In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non-responsive & shall be rejected.

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

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached

with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

6) SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.

- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

7) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

- If against an order placed by BCPL ,successful bidder(s)(other than Micro/Small Enterprise)is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any 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.
- Implementation of above provision is at the discretion of BCPL.

8) PRE-BID MEETING:

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

9) PERIOD OF CONTRACT

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

10) VALIDITY PERIOD OF OFFER:

03 months from the date of opening of unpriced bid.

11) VAT / CST No.:

12) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- **Tender Fee:** NIL
Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non -transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

13) TERMS OF PAYMENT:

Please refer Clause No 10 of Special Condition of Contract (Part -B).

14) PRICE REDUCTION SCHEDULE :As per RFQ

15) FIXED PRICE:

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

16) JURISDICTION OF COURT:

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

17) ARBITRATION:

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

18) FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

19) REJECTION CRITERIA:

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

- i) Firm Price
- ii) EMD
- iii) Scope of work

- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

20) ORDER OF PRECEDENCE:

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

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

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

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

Office of the Dy. General Manager (C&P)
 Administrative Building
 Brahmaputra Cracker and Polymer Limited,
 PO: Lepatkata,
 District - Dibrugarh, Assam, India PIN - 786006
 Tel-0373-2914611/609

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

Yours faithfully,

For Brahmaputra Cracker and Polymer Limited,

(A Government of India Enterprise)

A J DUTTA

Dy. Manager (Contracts & Procurement)

E-Mail: ajdutta@bcplindia.co.in

Ph no: 0373-2914611

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20130134/R/AJD

Item: BID DOCUMENT FOR HIRING OF SERVICES FOR PRE-COMMISSIONING, COMMISSIONING AND O&M ACTIVITIES OF INSTRUMENTATION WORKS FOR A PERIOD OF 12 MONTHS AND EXTENDABLE FOR FURTHER PERIOD OF 3 MONTHS OR PART THEROF.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 08/04/2014

Date and time for opening of bids: 15.00 hrs (IST) on 08/04/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA CENTRAL WAREHOUSE, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914611
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(To be pasted on the outer envelope containing envelopes Part -I, Part-II)

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(To be pasted on the outer envelope containing envelopes Part-II)

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A. General

1. Scope of Bid

1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section IV, Special Conditions of Contract, hereinafter referred to as "the Services".

1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of RFQ.

4. One Bid per bidder

4.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

5. Cost of Bidding

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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 construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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

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

7. Service Tax

Please Refer Clause No 7 of RFQ

7.1. Abnormally High Rates (AHR)

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.

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for quotation (RFQ) 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.

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

10.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

10.2 The amendment will be notified to all prospective bidders through proper medium and will be binding on them.

10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.

C. PREPARATION OF BIDS

11. Language of Bid

II. I The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly

authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH.

12. Documents Comprising the Bid

(a) The bid prepared by the bidder shall comprise the following components:

(b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain the following:

ii) Covering Letter as per format "Submission of tender" enclosed with GCC

iii) Bidder's general details/information as per format F-1.

iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

v) A Bid Form as per format F-2.

vi) Copies of documents as required in F-3

vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".

viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.

ix) Bid security in accordance with Clause no 5 of RFQ & Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.

x) F 10, formats for BEC evaluation - A, B, C, D.

xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.

xii) Confirmation of no deviation as per Format F-6.

xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.

xiv) Current commitments strictly as per format F-8.

xv) Agreed Terms & Conditions duly filled-in at F-15.

xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xvii) Organization details:

(a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .

(b) In case Bidder is a partnership firm, certified copy of the partnership deed.

(c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association

xvii) Any other information/details required as per bid document.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

12.1 Envelope II: Super scribing "Price Bid- Not to Open with Techno- Commercial Un priced Bid" - PART-II

Part-II price Bid

(i) Part-II shall contain one original and One copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price - Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.

13. Bid Prices

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part Bidding Document. If quoted in separate typed sheets and any variation in description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates 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 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

13.4 All duties and taxes including excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.

13.5 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.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

13.7 Alternative bids shall not be considered.

13.8 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.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. Bid Currencies

14.1 Indian Bidders has to submit bid in Indian Rupees only.

15. Bid Validity

15.1 Bids shall be kept valid for 3 months 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 that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. 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 Clause 16 in all respects.

16. Bid Security

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security. In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, 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 in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. 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 and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by BCPL as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by BCPL.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Notification of Award/Fax of Intent (FOI) or

ii) to furnish Contract Performance Security in accordance with Clause-40.

iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL , payable at State Bank of India, Dibrugarh . In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

16.9 For Indian Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

17. Pre-Bid Meeting

Refer Clause no 9 of RFQ --SECTION IA of tender document.

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. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

19. Zero Deviation

19.1 Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids.

19.2 Notwithstanding to the above, bids with deviation(s) to the following bid conditions shall be summarily rejected without any post bid reference to the bidders.

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part I - Techno-commercial/un-priced Bid, EMD/Bid Security

Part II - Priced Bid

22.2 Part 'I' shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out) & BID SECURITY in original .

22.3 Part 'II' PRICED BID shall be submitted in one original duly filled in Price schedule sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed.

22.4 The two envelopes containing PART 'I', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

22.5 If the outer envelope is not sealed and pasted with the corresponding cut-out slip, BCPL will assume no responsibility for the Bid's misplacement or premature opening.

22.6 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

23. Deadline for Submission of Bids

23.1 Bids must be received by BCPL at the address specified in the RFQ not later than the date and time stipulated in the RFQ.

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, 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. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. Late Bids

24.1 Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder.

25. Modification and Withdrawal of Bids

25.1 The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids.

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified after the deadline for submission of bids.

25.4 No bid shall be allowed to be withdrawn 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 of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

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

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be opened.

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit.

27. Process to be Confidential

27.1 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 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.

28. Contacting the Employer

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

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.

29. Examination of bids and Determination of Responsiveness

29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;

- (f) is substantially responsive to the requirements of the bidding documents; and
- (g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-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.

A material deviation or reservation is one

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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:

- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) 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.
- (c) 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.
- (d) 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 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. 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

32. Evaluation and Comparison of Bids

32.1 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax.

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

34.1 Purchase Preference to Central Government Public Sector Undertakings shall be allowed as per government guidelines in vogue.

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

36.1 Subject to 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, is determined to be qualified to satisfactorily perform the contract.

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties + service tax and education cess thereon.

37. Employer's Right to Accept Any Bid and to Reject Any or All Bids

37.1 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.

38. Notification of Award

38.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.

The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, BCPL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. Signing of Agreement

39.1 BCPL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to BCPL.

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-12 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit 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 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 as stated in Article-24 of General Conditions of The Contract.

40.3 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, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

41.1 BCPL requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer;

a) defines, for the purposes of this provision, the terms set forth below as follows;

I. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract **execution; and**

II. fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

41.2 Bidder is 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 Bids and forfeiture of Earnest Money Deposit (Bid Security).

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

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

a) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

42 Misc.

A new clause in General Conditions of Contract has been appended as under:

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
 P.O. LEPETKATA,-786006
 DISTRICT - DIBRUGARH
 ASSAM

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

(Country
 Code)

- 1-10 ISO Certification, if any {If yes, please furnish details}
- 1-11 Bid Currency _____
- 1-12 Place of dispatch _____
- 1-13 Whether Supplier /
Manufacturer _____
- Dealer/Trader/Contractor _____
- 1-14 Type of Material Supplies : _____
- 1-15 Banker's Name : _____
- 1-16 Branch : _____
- 1-17 Branch Code : _____
- 1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

- 1-19 Excise Registration number : _____
- 1-20 Excise Range : _____
- 1-21 Excise Division : _____
- 1-22 Excise Collectorate : _____
- 1-23 Local ST No. : _____
- 1-24 CST No. : _____
- 1-25 PAN No. : _____
- 1-26 Whether SSI Registrant Or not : _____

Place:
Date:

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

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. _

We confirm that this bid is valid for a period of Three (03) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment 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.

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of M/s _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Central Warehouse Building",
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

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.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

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.
"MAIN FIRE STATION BUILDING" LEPETKATA,
NH-37, P.O. LEPETKATA, DIBRUGARH,
ASSAM, PIN - 786 006

Dear Sir (s),

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

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

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

We, the -----Bank at-----having our Head Office ----
----- (Local Address) guarantee and undertake to
pay immediately on demand without recourse to the bidder by 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 Bidder.

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----200----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of Bidder)
 Name:
 Designation:
 Seal:

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

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
“Administrative Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

Dear Sir,

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

Place:
Date:

(Signature of Authorized Signatory of Bidder)
Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

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

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDER

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

To:

Brahmaputra Cracker & Polymer Ltd.
 "Main Fire Station Building", NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN - 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh - 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"ADMINISTRATIVE BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address	:	_____

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

B) Details of Contact person:

(i) Postal Address	:	_____

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

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

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 : _____

Place: _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

Certified that M/s.....(Name of the bidder with address) is an existing customer of our Bank.

It is confirmed that against tender No: _____ dated.....
.....2013 for

....."name of job/supply) ,
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.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT (CURRENCY)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

DESCRIPTION		YEAR____ (AMOUNT - CURRENCY)
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (Current Assets-Current liabilities)	
4.	Net Worth (Paid up share capital and Free Reserve & Surplus)	

Name of Audit Firm/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."

ANNEXURE-I

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed Work /Service Order and its completion certificate mentioning value of job completed as stipulated in BEC duly certified by Chartered Engineer and Notary Public with legible stamp.			
2	Proof of annual turnover as per BEC. Have you enclosed Format 14 for "Details of Financial Capability" duly certified by Chartered Accountant			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have u submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed(in case of partnership/LLP firm)			

	2. Affidavit or self-declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME .			
--	--	--	--	--

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.
Clauses confirmed hereunder should not be repeated in the Bid.

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

15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	

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

Signature _
Name-----
Designation _
Tel No.
E-mail -----
Fax No-, -----
Office St-am-p -----_

SPECIAL CONDITIONS OF CONTRACT [SCC]

SCC: Part -A

JOB: HIRING OF SERVICES FOR PRE-COMMISSIONING, COMMISSIONING AND O&M ACTIVITIES OF INSTRUMENTATION WORKS FOR A PERIOD OF 12 MONTHS AND EXTENDABLE FOR FURTHER PERIOD OF 3 MONTHS OR PART THEROF.

TENDER NO: BCPL/DIB/C&P/SER/20130134/R/AJD

1.0 GENERAL:

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

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

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

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

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value (7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

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

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

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

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

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

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

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

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

(I) Rates as per SOR, quoted by the contractor.

(II) Rate of the item, which shall be derived as follows:

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

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

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

22.0 TERMINATION OF CONTRACT:

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

23.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of

agreement can be obtained from the office of the Deputy General Manager(C&P), BCPL, DIBRUGARH, ASSAM.

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

31.0 ARBITRATION CLAUSE:

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

expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

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

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

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

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

31.6 The venue of arbitration shall be Guwahati.

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

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

32.0 JURISDICTION:

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

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

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

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

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

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

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

35.0 SUB LETTING OF WORK:

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

36.0 AFFIDAVIT:

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

37. OTHER GUIDELINES FOR ADHERENCE TO VARIOUS LABOUR LEGISLATIONS TOWARDS THE CONTRACT

- A) The Contractor shall have his own PF code no. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- E) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 and other relevant Acts, Rules and Regulations enforced from time to time.
- F) The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- G) The Contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- H) The Contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- I) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.

- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS.

1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner/BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employee Compensation policy, insurance amount etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.
3. The Contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Contractor/contracting firm shall get examined his employees/workers through a Government Doctor before deployment.
4. No worker of Contractor/contracting firm and Contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The Contractor/contracting firm shall indemnify BCPL against all claims, demands actions, cost and charges etc. brought by any Court, Competent Authority/Statutory Authorities against any act or acts of the Contractor/contracting firm or his workers.
6. The Contractor should get the police verification done; of the character and antecedents of workers/manpower to be deployed in the BCPL premises, from the place of present residence/domicile. In case, any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
7. The persons to be deployed should be on rolls of the Contractor/contracting firm.
8. The Contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The Contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the Contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
10. The Contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The Contractor shall be required to furnish proof/copies of forms/returns as per the check-list attached here to every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative

for monthly bills only and the other forms/returns as required under various acts shall be required to be filed/maintained by the Contractor himself regularly.

12. The Contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.
14. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated the contractor shall indemnify BCPL for any action brought against him for violation, non compliance of any Act rules and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL

SPECIAL CONDITIONS OF CONTRACT-PART B

Providing Assistance For O&M and Pre Commissioning / Commissioning Activities For Instrumentation

INTRODUCTION

Brahmaputra Cracker and Polymer Limited is situated at Lepetkata Village, Dibrugarh District in the state of Assam and the nearest railway station is at Dibrugarh. The plant is under project phase and is proposed to produce 2.8 MMTPA of LLDPE/HDPE/PP from Naptha and Natural Gas/C2+ Liquid which shall be transported through pipelines from Railway Siding Terminal near BCPL, Lepetkata and C2+ Recovery Plant at Lakwa, Sivasagar/GDU at Duliajan. The BCPL Plant is a joint venture enterprise with participation of GAIL INDIA Ltd, OIL India Ltd, Numaligarh Refineries Limited and Govt. of Assam. The plant is divided into three major Units i.e., Upstream (Gas Sweetening and C2 + Unit and Ethylene Cracker Unit), Downstream (Low Linear Density Poly-Ethylene Unit & High Density Poly-Ethylene Unit and Polypropylene Unit), Midstream (Integrated Off-site Plants and Storage Units).

1. GENERAL

- a) The Special Conditions of Contract shall be read in conjunction with the General Conditions of contract, Schedule of rates, specifications, drawings and any other documents forming part of contract whatsoever context so requires.
- b) Where any portion of the General Condition Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- c) Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- d) The intending Bidder shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

- e) The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to compete the work in all respect in prompt, efficient and workman like manner.

2. DEFINITIONS

- a) The expression “Vendor / Contractor / Bidder” shall mean the Agency selected by the employer for the execution of the subject work and shall include the legal heirs, successors and permitted assignees of the said Agency..
- b) The “Engineer-in-Charge” shall mean the personnel of M/s BCPL, who is deputed as In-charge for this Contract and shall include any person acting as in-charge on his behalf.
- c) The “Authorized Representative” shall mean any personnel of M/s BCPL, authorized to administer the said contract as per laid down terms and conditions.

3. SITE LOCATION

LEPETKATA:

- Nearest Airport: Dibrugarh, Mohanbari Airport / 25 km.
- Nearest Railway station: Dibrugarh/15 km.
- Nearest National Highway: NH37.

DULIAJAN:

- Nearest Airport: Dibrugarh, Mohanbari Airport / 50 km.
- Railway station: Tinsukia/25 km & Duliajan / 2.6 km
- Nearest National Highway: NH37.

4. PERIOD OF CONTRACT

The duration of contract shall be 12 (Twelve) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be the date of actual initial deployment of manpower for assistance services after intimation by the EIC. The payment for the same will be done on pro rata basis on production of RA bills.

The Contract may further be extended for a period of maximum three months on same rates, terms and conditions at the sole discretion of BCPL.

BCPL can increase or decrease the manpower for assistance services during the contract period based on requirement and on same terms and conditions and payment will be done accordingly on pro rata basis.

5. PRE BID

Bidder should assess the actual work properly during pre bid meeting, to be held at site seven days prior to submission of the bid document date. Any change / deviation at later stage are not acceptable.

6. EVALUATION OF BIDS

Bidders must quote for all the items of schedule of Rates, failing which bid shall be liable for rejection.

For the purpose of evaluation of bid, total amount of SOR items based on the estimated quantity of one year (as indicated in SOR) shall be considered.

Any deviation from the terms and conditions in the tender may result in the bid being summarily rejected.

5. PRICE BASIS

a) The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation what-so-ever on any account shall be payable under the contract. Therefore the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labour/for assistance services engaged during the period of the Contract. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower assistance services deployed under the subject contract.

b) 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 into their account this liability while quoting service charges. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.

c) The rates should be quoted in the schedule of rates as enclosed.

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

e) Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.

f) 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.

g) 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 full, in accordance with the Terms & Conditions of the Bid Documents.

6. MOBILIZATION PERIOD

Mobilization period of TEN days (10) days shall be permissible for the start of work at BCPL Premises as per scope of work under this contract on intimation from EIC. No mobilization advance shall be payable by BCPL on this account. All expenses towards mobilization and demobilization of work force shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

7. ENGINEER-IN-CHARGE'S STATUS

The Engineer in charge shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the tender document. The Engineer in charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

8 (a). WORKING AREAS

8.1 All the Plant/Unit areas of upstream, downstream and offsites at Lepetkata and GDU,Duliajan.

8.2 Product Warehouse, Central Control Room, Utility Control Room, Satellite Rack Rooms-1,2,3, Central Workshop, Auxiliary Fire Station Building, Main Fire Station Building, Central Warehouse, Lab Building and any other Administrative and Utilities Buildings of BCPL, Lepetkata including GDU Duliajan.

8.3 Raw Water Intake facility, Naphtha Loading Railway Siding facility of BCPL Lepetkata including GDU Duliajan and its associated control room and unit areas.

8.4 In addition to above areas, if required and instructed by EIC, contractor has to work in other areas of BCPL Lepetkata Plant locations in the state of Assam, as and when required.

8.5 The EIC may interchange or shift services of assistance from Duliajan to Lepetkata and vice versa as per site requirement.

8 (b). WORKING HOURS

Normal working hours will be from 8.30 A.M. to 5.00 P.M. in a day for general shift with a break of half an hour for lunch. Further works will be carried out by contractor personnel providing assistance services on 8 hours shift basis ,i.e, 3 shifts per day for round the clock services. However working hours can be changed as per requirement of work as decided by EIC.

9. CONTRACTOR'S SCOPE OF SERVICES

a. Assistance service manpower for Instrumentation jobs for shift maintenance and for pre commissioning/ commissioning as per following details :

(i) **PART A:** Deployment of a team of **14 Instrumentation technicians, 14 helpers** on round the clock basis for shift maintenance related to Instrumentation at Duliajan and Lepetkata (GSU, CPP and Offsites) as per following tentative breakup.

ASSISTANCE PER SHIFT	PLANT	DULIAJAN	LEPETKATA	FOR 3.5 SHIFTS
	TECHNICIAN	1	3	14
	HELPER	1	3	14
TOTAL PER SHIFT		2	6	
TOTAL FOR 3.5 SHIFTS		7	21	28

(ii) **PART B:** Deployment of a team of **6 Instrumentation technicians, 6 helpers** in General shift for assisting in pre commissioning/commissioning activities related to instrumentation at Duliajan and Lepetkata (GSU, CPP and Offsites) as per following tentative breakup.

ASSISTANCE GENERAL SHIFT	PLANT	DULIAJAN	LEPETKATA	TOTAL
	TECHNICIAN	2	4	6
	HELPER	2	4	6
TOTAL FOR G SHIFT		4	8	12

Hence total minimum assistance service manpower requirement for the contract which the contractor has to maintain at any given time for Duliajan and Lepetkata combined together is tabulated below.

	SHIFT	DAY DUTY	TOTAL
TECHNICIAN	14	6	20
HELPER	14	6	20

b. Any other jobs as specifically mentioned in tender document.

10. OWNER'S SCOPE OF SERVICES

- Air, Water and Electricity if required shall be supplied at free of cost inside the plant.
- All spare parts would be supplied by BCPL.
- Intercom telephone facility may be provided by BCPL can be extended to contractor at site office, if required and available.

11. **JOB EXECUTION AND RECORDING METHOD**

- a. The job shall be carried out as per instruction of Engineer-in-Charge. The information shall be issued to the contractor by the designated BCPL Engineers only.
- b. All the jobs are to be carried out under "Permit system" on receipt of the information from designated BCPL engineers; the contractor has to obtain the necessary "Safety work permit" before starting the jobs.
- c. The "Safety work permit" has to be returned to Designated engineers of BCPL after completion of the jobs.
- d. Contractor to maintain an attendance register in the control room, depicting daily availability of manpower for assistance services.

12. **THE GENERAL REQUIREMENTS FOR ASSISTANCE:** The contractor shall deploy the required number of qualified and experienced personnel to discharge the contractual obligations efficiently and manpower for assistance services deployed shall be well conversant with the hazardous industrial culture.

Experience & Qualification:

Assistance for Instrumentation Technician Work : The personnel deployed should be minimum ITI in Instrumentation with minimum 2 yrs work experience in a Fertilizer/ Petrochemical /refinery/Chemical/ power/ metal/hydrocarbon/ paper industry.

Job involves repair, maintenance and calibration of all kind of field instruments like transmitters /control valves/ etc. Tubing, fitting, assembling/ dismantling, cutting, welding, cable tray fabrication etc. of instrument piping, control valves, fitting, fixtures etc in field/control room. cabling, glanding , wire dressing, ferruling in Panels, control loop checking in control room and field.

Assistance for Instrumentation Helper Work : The personnel deployed should be at least Class 10th pass .The job shall include assistance to technician during various instrumentation jobs in field and control room.

All assistance technicians helpers etc. are required to be presented in front of EIC for an interview, along with all qualification & experience documents.

The personnel deployed against this contract shall not be used for any other Contract except without specific clearance from the EIC of the contract.

13. **WORK PERMIT SYSTEM**

Work permits have to be taken from the prescribed authorities before start of job.

14. **QUALITY**

The material, design and workmanship shall satisfy the relevant Indian standards/recommended practices. Work completion and satisfaction certificate shall be issued for each job with jobs under performance test as per discretion of Engineer in Charge.

15. **GENERAL PRACTICE, DISCIPLINE AND CONDUCT**

- a. Contractor shall ensure that cleanliness of the site, equipment and instruments is being maintained.
- b. All assistance workmen deployed by the contractor shall wear a standard uniform with badge indicating the name of contractor.
- c. All assistance workmen, contractor shall behave properly with BCPL's employees, for any kind of misbehave the person shall be removed from the site immediately.

d. Contractor shall abide by all rules and regulations of safety practiced in BCPL.

16. **CALIBRATION AND TESTING**

Calibration and testing of the instruments shall be done on BCPL's prescribed procedure and format.

17. The Contractor shall get the contractual jobs done through his own personnel who are skilled and efficient in execution of the contract.

18. **SUPERVISION OF ASSISTANCE DEPLOYED BY CONTRACTOR**

It is mandatory to depute minimum one qualified supervisor at site for all working days to look after both Lepetkata and Duliajan sites. The supervisor should be able to manage site activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. The contractor has to provide the contact details of the supervisor including mobile no. to the EIC.

No extra payment shall be made for the deployment of supervisor.

All the personnel engaged by the contractor shall report to the Contractor's supervisor daily for allocation of job.

Supervisor must be capable to arrange crews in case of emergency, immediately at site. He will have full authority and will supervise and coordinate the jobs envisaged here safely as per Industry standard and ensure safety of work, receive instructions, correspondence letters, etc. from Engineer-In-Charge and ensure satisfactory performance of all works and services as per the scope of work of the subject contract.

The major responsibilities shall be as follows:-

- a) Reporting to EIC in General shift at 0830 Hrs on all working days.
- b) Supervision of all maintenance jobs carried out safely by contract workers under the contract in day shifts as well as round the clock shifts including checking of daily logs and shift-wise logs of work done/observations noted. Reporting of any abnormalities observed to the EIC on prompt and regular basis. Taking corrective maintenance action/repair work as per requirement and under prior intimation to EIC.
- c) Maintaining Attendance Register of all employees/manpower for assistance services deployed under the contract on daily basis and submission of attendance report to the EIC on daily basis.
- d) Allocation of manpower for assistance services for the jobs identified on daily basis.
- e) Arrangement of gate passes in time for all contract workers.
- f) Arrangement of resources and follow up for issuance of material from C&P store or any other location within plant as per directions of the EIC.
- g) Submission of computerized annual wage sheet chart, attendance chart etc or any other such report as desired by EIC from time to time.
- h) Arrangement of manpower for assistance services during emergencies or for extra/contingent jobs.
- i) Any other duty for smooth operation of contract as per instructions of the EIC.

19. SAFETY OF CONTRACTUAL DEPUTED MANPOWER FOR ASSISTANCE SERVICES

Contractor shall provide Personal Protective Equipments (PPE) such as Helmet, Safety shoes, Cotton Uniform (Dungaree), safety belts etc. positively within 15 days of award of contract. Contractor shall provide at least two sets of Cotton Uniform, two pairs of cotton socks and one pair Safety shoes, safety helmets as per requirement per person every year to all his employees at his own cost during the contract. Same to be replenished as & when required. No technician, helper will be allowed on duty without wearing the uniform and necessary safety wears. However, any specialized safety gear will be provided by BCPL. Contractor will be responsible for accounting of the same from time to time.

All jobs are to be carried out under "Permit system" on receipt of the intimation from S/I or site engineer. The contractor has to cross check for ensuring availability of "Safety work permit" duly signed by BCPL process/safety personnel with S/I or site engineer before starting the jobs. Contractor shall intimate the concerned S/I or site engineer after completion of job. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

20. PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES

Contractor has to disburse the wages to their employees through e-Banking / account payee cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account.. Contractor has to submit monthly statement, certified by bank, in line with wage sheet along with name of the employee, account no. , amount & any other column as required and same to be submitted along with next month's RA Bill.

The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

21. IDENTITY CARD/ GATE PASS FOR WORKMEN

Contractor shall arrange to provide photo identity card /Gate Pass to all deployed personnel along with the proof of residence of the personnel by him for entry into the plant premises for safety and identification purpose only. No extra payment shall be made on this account as the quoted rates is deemed to include the same.

22. TERMINATION OF CONTRACT

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The rate contract will be for a period of one year & BCPL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer – In-Charge shall in such an event give thirty (30) days notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

23. OTHER GENERAL CONDITIONS OF CONTRACT

- i) The Contractor/ Bidder shall visit the site and get himself acquainted with the Instrumentation Systems and Site and quote accordingly.
- ii) The Contractor/ bidder will not claim his/her ignorance regarding the terms and conditions of the Contract.

- iii) Contractor shall in no case lease/transfer/sublet/appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.
- iv) The personnel to be deployed by the Contractor should be on rolls of the contractor/contracting firm.
- v) No other person except Contractor's authorized representative/personnel shall be allowed to enter BCPL premises. Contractor shall also not entertain any outsider or extend any service beyond BCPL / premises.
- vi) The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- vii) Lists of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to BCPL. In case of any change, the same shall be informed to BCPL from time to time. The Contractor must get the police verification done, of all its contract labour/manpower for assistance services deployed in BCPL premises.
- viii) BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, as per requirement and directions of the Engineer-In-Charge.
- ix) The Contractor's personnel shall not do any private work other than their normal duties within the BCPL Premises. In case the deployed personnel / manpower for assistance services of the Contractor are absent continuously for more than three days in a month, a replacement should be provided. The attendance and leave record of the contract personnel deployed by the contractor shall be maintained by the designated supervisor of the Contractor whose contact details like mobile phone no, office address shall be communicated by the contractor to Engineer In-charge of the Contract. He should visit the BCPL premises regularly to attend to the contractual obligations, interact with the personnel deployed by the Contractor and manage the workforce of contractor deployed in the contract e.g. the monthly attendance, leave details, Identity cards, police verification of contractor's personnel etc.
- x) Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep BCPL indemnified against all losses, damages and claims arising thereof.
- xi) Contractor shall be solely responsible for payment of wages/remuneration including allowances to his / its personnel that might become applicable under any new act or order of Government. BCPL shall have no liability whatsoever in this regard.
- xii) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its personnel/staff.
- xiii) Contractor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. Damages if any, to the structures /equipment during execution of work will be made good by the contractor without any claim and therefore should take utmost care while working.
- xiv) The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- xv) No personnel of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

xvi) The contractor shall get the police verification done, of the character and antecedents of workers/manpower for assistance services to be deployed in the BCPL Premises, from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.

xvii) The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.

xviii) The supervision of the assistance personnel and job shall be done by the contractor/contracting firm through their authorized representative and the name shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.

xix) The contractor shall be solely responsible for disciplining the assistance personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

xx) BCPL reserves the right for replacement of any person due to misbehavior, lack of knowledge, dereliction of duty etc. Replacement should be done by the contractor within 24 hours of intimation by BCPL.

xxi) Contractor shall be responsible for all acts of their assistance personnel and loss and damage caused to BCPL's property or to third party in any form due to any act or negligence of his personnel shall be chargeable to their account. If any liability is thrust upon BCPL which is attributable to contractor staff, it will be charged to contractor's account or recovered from contractor's bill.

xxii) The contractor shall make his own arrangement for removal of old as well as unused material from the work site to the place indicated by EIC, after completion of work.

xxiii) The contractor shall provide safety gears such as Helmets, safety shoes, safety gloves, safety belts, ear plug etc. to all his personnel deployed at his own cost. Contractor shall also provide two sets of cotton dungaree /uniform to each personnel deployed for the contract at his own cost every year as mentioned at Clause 19 of the Special Conditions of the Contract herewith. No personnel will be allowed on duty without wearing all safety gears. However special safety equipment's shall be supplied by BCPL and Contractor shall be responsible for accounting the same.

xxiv) The entire Job shall be carried out in safe manner. Workers for job assistance engaged in unsafe work shall be removed immediately. Contractor shall comply with all applicable safety laws and he should be conversant with all statutory labour laws and regulations prevailing during the contract and ensure to comply with the same and shall keep the BCPL fully indemnified against any action brought against it for any violation and non-compliance of any act etc. Contractor Firm should be registered with the Labour Commissioner Office and such details will be submitted to BCPL at contractor's own cost. Failure to comply with statutory regulations would result in quantifiable deduction from running bill and / or cancellation of contract.

xxv) Boarding, lodging and transportation facilities for contractor's personnel for carrying out the work at site are to be made and borne by contractor at his own cost.

xxvi) Safe custody of machine tools/spares/test instruments other gadgets issued by BCPL for carrying out maintenance jobs shall be the responsibility of the CONTRACTOR.

xxvii) The CONTRACTOR shall ensure that the equipment to be attended is dismantled carefully without damaging any part/parts etc. However, if there is any such damage before dismantling of the equipment, the same is to be shown to the BCPL Engineer who is supervising the job.

xxviii) The dismantled parts of the equipments are to be kept in a clean place covered properly and the safe keeping of the parts/equipments from damage, theft; pilferage is the responsibility of the CONTRACTOR.

xxix) All ladders, Safety-belts are to be securely fixed to avoid slipping or falling while working at heights.

xxx) Carrying/striking of matches, lighters or smoking or other such acts which may cause fire hazards in the terminal/installations is strictly prohibited.

xxxi) OWNER reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the CONTRACTOR shall plan and execute the work accordingly.

xxxii) The Contractor has to carry out the routine annual health check up to confirm the health of deployed assistance employee.

xxxiii) For assistance work, no personnel below the age of 18 years shall be deployed by the contractor.

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

24. INCORPORATION OF CLAUSE

BCPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantage to BCPL. Interpretation of terms and conditions of the document as confirmed by BCPL shall be final and binding on the contractor/agency.

25. MEASUREMENT AND BILLING

All measurement shall be in metric system (if applicable) Contractor shall submit Running account bill on monthly basis in triplicate in hard copy and one no. in soft copy as per the schedule of rates and actual measurement in prescribed format for the period of billing.

26. TERMS OF PAYMENT

26.1 Contractor is required to submit monthly RA bills before 7th of every month in triplicate in hard copy and one no. in soft copy to the Engineer-in-charge for Certification along with relevant documents such as summary of bill, Invoices, measurement sheets, attendance details, wage sheet, proof for payment of wages through E- Banking/account payee cheques, PF related documents in original duly verified and certified, etc. in support of the claims as specified at Clause 39 of the Special Conditions of the Contract herewith. All Invoices are to be raised in accordance with various provisions under service tax rules as **BCPL** is intended to avail benefits under various statutes in force.

26.2 Payment shall be made by Finance Department, BCPL, LEPETKATA within 15 days of receipt of final bills as per GCC. The contractor is required to deposit PF contribution @25.61% (12% towards employee's a/c and 13.61% towards employers account, i.e 12% towards employer contribution and 1.61% (or as applicable at the time of bill payment) as administrative/ EDLI contribution of wages paid to work force every month to the PF authority. A copy of challan towards PF deposited by the contractor for the bill period month shall be submitted by the contractor failing which an amount say 26% of the quoted prices shall be retained from the due payment of the contractor. The retained amount shall be released in the subsequent month/s on receipt of challan towards proof of having deposited the amount to the PF authority. The contractor shall maintain an Inspection Book containing the details of Provident Fund Deductions in respect of each work force and the contractor's contribution. The record should be up-to-date and accurate. This should be readily available for inspection.

26.3 The contractor/bidder shall ensure payment of the minimum wages to the manpower for assistance services deployed by them during the entire contract period. The quoted rates shall include minimum wages payable to manpower for assistance services as per SOR with provision for escalation (if any) towards minimum wages, PF Contribution, Overheads & profits, provision of safety gears to contract employees, compliance to statutory obligations, bonus etc.

26.4 Final Bill should be presented with No Claim Certificate, No Dues Certificate, Site Clearance and Deviation statement

27. PENALTY

In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk, cost and responsibility of the contractor. In addition 15% of the service charges will be deducted from the contractor's dues. The decision of the Engineer-In-Charge shall be final and binding in this regard.

28. COMPLETION CERTIFICATE

Within 15 days of the completion of the work in all respect, the contractor shall be furnished with a certificate by the EIC of such completion but no certificate shall be given nor shall the work be deemed to have been executed until the work shall have been measured by the EIC whose measurement shall be binding and conclusive.

29. DEFENSE OF WORK

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

30. OWNER NOT BOUND BY PERSONAL REPRESENTATION

The contractor shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

31. PRICE REDUCTION SCHEDULE (PRS)

As per "GCC".

32. CONTRACT PERFORMANCE SECURITIES / SECURITY DEPOSIT

As per GCC.

33. DEFECT LIABILITY PERIOD

As per GCC.

34. CLEARANCE OF SITE

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

34.2 The works will not be considered as complete and taken over by the owner, until all the temporary works and the work site cleared to the satisfaction of the Engineer-in-charge and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

35. ACTS OF NUISANCE

- 35.1 The Contractor shall not at any time do cause or permit any nuisance in area of work in **BCPL at its different plants and locations** or do anything which shall cause unnecessary disturbance or inconvenience to owners and **BCPL** officials or the tenants or occupants of other properties near the works area and to the public in general. The Contractor shall deal with all labour union(s) and the labour dept. should the labour/workers etc. individually or collectively stage an obstruction or any other nuisance inside or outside of the **BCPL** Premises.
- 35.2 Further **BCPL** may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activity causing damages to BCPL personnel or its property.
- 35.3 The Contractor in addition shall bear all cost of keeping law and order situation under control.

36. FORCE MAJEURE

- 36.1 In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies
- 36.2 Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (12) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 36.3 During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, **BCPL** shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up-to the date of occurrence of such force majeure.

37. COMPLIANCE/ADHERENCE TO STATUTORY/LABOUR AND LEGAL REGULATIONS

- i) The Contractor shall have his own PF Code No. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- ii) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- iii) The Contractor shall be responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- iv) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- v) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Misc. Provisions Act, 1952, Contract Labour(R&A) Act, 1970, Minimum Wages Act, 1948, the payment of Wages Act, 1936, the Employees Compensation Act, 2010 and other relevant Acts and Rules and Regulations enforced from time to time.

- vi) The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- vii) The Contractor shall be solely responsible and shall indemnify BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- viii) The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost, loss, damages and charges, if any, brought by any Court, Competent Authority / Statutory Authorities on account of any act or acts of the contractor/contracting firm or his workers.
- ix) No contract worker/manpower/labour for assistance services below the age of 18 years shall be deployed on work at BCPL Site.
- x) The contractor and the manpower/workers for assistance services deployed by him, have to strictly comply and adhere to the fire prevention/ protection, safety rules, regulations and policies of BCPL in force from time to time.
- xi) The Contractor is required to maintain registers and records as required under different laws.
- xii) The Contractor shall take care of the health insurance of all their employees and workmen deputed for this work.
- xiii) The contractor shall ensure to obtain a Workmen's Compensation Insurance policy covering all risks of accident at work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's compensation Act, 1923 and rules framed there under.
- xiv) The Contractor/contracting firm shall obtain comprehensive accident insurance policy covering all risks such as accidents, injuries and death likely to be caused to his assistance workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- xv) In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employees compensation & Employer liability insurance policy to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities. Workman compensation & Employers liability Insurance will be covering accident or injury in course employment at the workplace and related thereof.
- xvi) The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time.
- xvii) The contractor shall be required to furnish proof / copies of forms / returns as per the checklist attached here-to at Clause No. 39 of the Special Conditions of the Contract herewith, every month along with the monthly bills to the Engineer-In charge. The checklist is indicative only and the other forms / returns as required under various acts shall be required to be filed / maintained by the contractor himself regularly.
- xviii) The contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers

for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.

xix) While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.

xx) Contractor shall not sub-let or assign any work in part or whole to any firm, individual partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without the prior written permission of **BCPL**. In case the contractor sub-lets or assigns the contract in part or whole without the prior written permission of **BCPL** and any claim preferred by any firm/individual to BCPL that the main contractor has not paid his or their dues/payments, in such circumstances, **BCPL** shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/vendor(s) etc. The same shall be released to the contractor after contractor and labour /supplier/sub-contractor jointly submits a joint written settlement to **BCPL**.

38 RESOLUTION OF DISPUTES/ARBITRATION

38.1 All dispute, controversy, or claim between the parties which cannot be mutually resolved within a reasonable time shall be referred to arbitration by Sole Arbitrator. The owner (**Brahmaputra Cracker and Polymer Ltd.**) shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the bidder to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by bidder shall stand forfeited and the OWNER (**BCPL**) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of owner on the appointment of the sole arbitrator shall be final and binding.

38.2 The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be (State), India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this agreement is subject to the exclusive jurisdiction of the court situated in **Dibrugarh**. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

39. LIST OF FORMS/FORMAT TO BE MAINTAINED AND FURNISHED ON MONTHLY BASIS/AT THE END OF CONTRACT BY THE CONTRACTING FIRM/CONTRACTOR IN COMPLIANCE TO STATUTORY GUIDELINES/LABOUR LAWS ETC.

Following documents are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor

Sr. #	Document	Periodicity
A	Copy of Labor License	With First Bill
B	Copy of comprehensive Insurance cover (Car Policy/Workmen's Compensation Policy, whichever is applicable)	With First Bill

C	Copy of Contract Agreement	With First Bill
D	Gate Pass Details	Every Month
E	Copies of Forms under Contract Labor (R&A) Act, 1970	
E.1	Register of persons in Form XIII	Every Month
E.2	Muster Roll in Form XVI	Every Month
E.3	Register of Wages in Form XVII	Every Month
F	Copies of Forms under Factories Act, 1948 on applicability	
F.1	Form 11	Every Month
F.2	Form 12	Every Month
F.3	Form 13	Every Month
F.4	Form 14	Every Month
F.5	Form 15	Every Month
F.6	Form 16	Every Month
G	Copies of Forms under Employees Provident Fund & Miscellaneous Provisions Act, 1952	
G.1	PF Challan (In Original)	Every Month
G.2	Form 12A	Every Month
G.3	Form 2 (for New Joinees)	Every Month
G.4	Form 11 (revised) - for new joinees	Every Month
G.5	Form 3A	Every Month
G.6	Form 5	Every Month
G.7	Form 10	Every Month
G.8	Form 5A	With First Bill
G.9	Form 9	With First Bill
G.10	Form 6A	At the end of the Financial year
G.11	Form 23	At the end of the Financial year
G.12	Copy of ECR	Every Month
H	Clearances/No objection Certificate/Indemnity Bond	
H.1	Indemnity bond with respect to contract labor.	Final Bill

SCOPE OF WORK

Providing Assistance for O&M and Pre Commissioning / Commissioning Activities for Instrumentation

A. GENERAL

1. In general the scope of job shall be as per the job details given in schedule of rate, however detailed specification of jobs shall be as per engineer of BCPL, as per details given in this contract, as per drawing/sketches/as shown at site or as per instructions of Engineer-In-Charge & as per standard Engineering practice for Instrumentation maintenance, pre-commissioning, commissioning and stabilization works of BCPL, Lepetkata and Duliajan.

2. The Contractor shall pay to the personnel deployed for assistance as per the revised minimum wages which shall be effective with time to time issued circulars from Minimum wages act. Also, all levies and benefits shall be in accordance with labor and contract laws.

3. As per the Scope of Work and Special conditions of contract, the contractor must be stayed responsible for all work and manpower for assistance services related issues. Contractor must ensure the offered rates are reasonable and executable for the Schedule of Rates.

B. Scope of work for providing highly skilled and unskilled services for Instrumentation maintenance, pre-commissioning, commissioning and stabilization of BCPL project at Lepetkata and Duliajan.

Various services for assisting the activities of Instrumentation maintenance jobs, pre-commissioning, commissioning and stabilization of BCPL project at Lepetkata and Duliajan are tentatively detailed below –

1	Maintenance of field transmitter
1.1	<u>PT/DPT direct/remote seal type in the field:</u> Assistance in complete transmitter checking including flushing the impulse line, zero checking, check by removing the instrument from process line and check it's correct operation and install back to its prescribed location in the field.
1.2	<u>PT/DPT-direct/remote seal type:</u> The instrument shall be removed, shifted to workshop (Field to workshop and vice versa) and mounted back to it's location as per procedure.
1.3	Cleaning & calibration of PT/DPT/PS/DPS direct/remote seal type in the central instrument work shop.
2	Maintenance of PG, DPG and TG
2.1	<u>PG/DPG/TG direct and diaphragm/remote seal type in the field:</u> Instrument shall be removed and calibrated as per provided calibration procedure in the field. The job shall also include replacement of gauge glass & pointer if required. The PG/DPG shall be mounted back to its prescribed location.
2.2	<u>PG/DPG/TG-Direct, Remote seal type, Diaphragm type in the field:</u> Replacement/reinstallation of PGs/DPG/TG as per procedure including shifting to workshop (field to workshop and vice versa) if reqd.
2.3	<u>Measurement of pressure/temperature :</u> Pressure measurement to be done with standard PG/TG/TI in the field or wherever as and when required. Removal and re-installation of the original gauges also included.
2.4	Cleaning & calibration of PG/DPG/TG direct & Diaphragm/remote seal seal type in the central instrument workshop. The job shall also include replacement of gauge glass & pointer if required.
3	Maintenance of Level Gauges / Level transmitters (excluding DP type) / Level Switches
3.1	<u>Level Gauges / Level transmitters (excluding DP type) / Level Switches :</u> Replacement of glass/gasket without removing from the mounting place, flushing if required and bringing them to operation. Checking zero of leveltrol and cleaning and putting them into operation
3.2	<u>Level gauge/Level transmitters (excluding DP type and level trol) / Level Switches of all types :</u> The instrument shall be removed from its mounted place, shifted to the field/central workshop for maintenance. Instrument shall be cleaned thoroughly by the recommended solvents/solutions/fluid, glass / gasket replacement, hydro tested & same shall be checked for proper functioning. The instrument shall be tested as per prescribed calibration and test procedures. All accessories, nuts and bolts are to be secured properly without loss of any. The gauge to be fitted back. The missing clamps and bolts shall be provided by the contractor only. Hydro-testing shall be performed as per recommended procedure.
3.3	<u>Hydra Step LT Maintenance in the field:</u> This job includes removal of level probe, cleaning, fixing the new probe, replacing the gasket, arresting the leak and bringing the instrument into operation.
3.4	<u>Hydra Step LT:</u> The instrument shall be removed, shifted to workshop from site & vice versa, cleaning, repairing & leak checking of Hydra Step LT and mounted back to its position as per procedure.
3.5	<u>Level trol calibration :</u> Removal of the instrument from the process line and taking the same to workshop if required, calibrate as per procedure (Dry/Wet), clean and install back at process line and take the leveltrol in line.

3.6	Checking the level of the tank/vessel manually with the help of Geiger/radiation survey meter
4	Maintenance of Thermocouples / RTDs / Temperature transmitter / Vibration probes / Vibration proximeters
4.1	<u>RTD/Thermocouple (All types):</u> The temperature element's top cover to be opened, checked for it's connection, clean the wires if required, measure the mV/resistance at T/C/RTD, or at JB tighten the connections and fixing back the covers.
4.2	The TE / Thermo well / Vibration probes / Vibration proximeter / Speed , moisture , pH , conductivity probes shall be removed and fitted back including cable glanding and termination.
5	Maintenance of Turbine Flow meter, Annubar, mass flow meters/PD meters
5.1	Assistance in Removal of the instrument from its pre-installed location after isolation from process, shifting of the instrument to the prescribed workplace for maintenance. Thorough cleaning and overhauling of the instrument shall be done with prescribed fluids and solvents, calibration After confirmation for the proper working of the instrument the same shall be reinstalled and brought on line as per standard/prescribed procedures. All accessories, mounting arrangements, clamps, bolts, nuts and cable ties etc. are to be retained without loss. Cable termination and glands to be removed and fitted back after completion of the job.
6	Maintenance of all types of control valve / ROV / ON - OFF Valve / PRV
6.1	<u>Replacement of Air filter regulator/PRV setting Adjustment :</u> Replacement of air filter regulator / PRV setting adjustment and AFR/positioner gauges as and when required.
6.2	<u>Manual operation:</u> Manual operation or stroke checking of the control valve as per process requirement and during maintenance . Disconnection and reconnection of the Inst. Air line for control valves etc.
6.3	<u>C/V, on-off valve, ROV dropping in field for actuator repair:</u> This includes removing the valve from line, Dropping of actuator after its de-coupling from the control valve / on-off valve/ROV , replace diaphragm / repairing internals if required and mounting back the actuator on control valve / on-off valve/ROV and installing back in the process line.
6.4	<u>Calibration of the control valve :</u> This job involves calibration of the control valve as per the given stroke and action. The valve shall be tested by simulation of control signals. The testing of the control valve shall be done with its subassemblies and accessories.
6.5	Replacement/Repair of the positioner along with feedback elements or Limit switches or Position TXR. or other control valve accessories in the field/central workshop along with greasing if required. Wherever required the packing of the valve to be changed and arrest the leakage from the gland in the field
6.6	<u>Overhauling of the control valve / ROV / On-off valve / PCV in the field:</u> All connections like air tubing, electrical connections for limit switches and accessories etc. shall be removed and preserved. The valve shall be removed from its preinstalled location and shifted to the prescribed workplace .The control valve shall be repaired for the said problems The valve shall be tested and calibrated as per the prescribed procedure. Lapping shall be done if required . All accessories and positioners etc. shall be serviced and repaired/replaced for damages. The control valve shall be tested for its operation in totality. The same shall be shifted back to the preinstalled location and shall be mounted back. All connections to be made as previous.
6.7	<u>Control Valve/ROV/On-off Valve/PRV ":</u> Replacement of valve installed in the field with new one and bring the same in operation after installation.
6.8	The Control valve / ROV / On-off valve/ PCV to be shifted to the workshop and brought to the site. This job includes removal and fixing back of the instrument and doing all the necessary electrical and pneumatic operation to make it operational.

6.9	<u>Control valve / ROV / On-off valve / PRV/PCV in the central work shop:</u> The control valve shall be repaired for the said problems, repairs shall be carried out, damaged parts shall be replaced if required. The valve shall be tested and calibrated as per the prescribed procedure. Lapping shall be done if required to prevent leakage etc. as per standard practice. All accessories and positioners etc. shall be serviced and repaired/replaced for damages. The control valve shall be tested for its operation in totality in instrument workshop. In totality it involves following jobs : a – overhauling of the valve, b – stroke checking, c –passing / leak testing, d – testing of positioner, testing of accessories, f - testing hand wheels for freeness.
6.1	<u>Actuators of Control valve / ROV / On-off valve (All Sizes):</u> The actuator excluding the valve body shall be dismantled, cleaning of all internals, replacement of diaphragm if reqd, re-assembling and checking for leak test as per prescribed procedure in instrument central workshop and site
7	Piping and Tubing
7.1	<u>GI/CS/MS/SS piping (Sizes 1" and below) :</u> Fabrication and laying of the GI/CS/MS/SS impulse pipes as per prescribed routes. This includes cutting of the pipe, bending, thread making- NPT (as per standards), joining with help of pipe fittings, clamping,welding, supporting of the pipes along with isolation valves as per standard practices including shifting of pipes from stores/central work shop to site . All joints shall be tested for leaks by standard DP,hydrotest, PWHT etc and if any must be rectified permanently.
7.2	<u>SS Tubing:</u> Fabrication and laying of SS tubes as per prescribed routes. This includes cutting of the tube, bending, joining with help of tube fittings, clamping, supporting of the tubes as per standard practices. All joints shall be tested for leaks and if any must be rectified permanently.
7.3	Laying of PVC cu tube /copper / coated copper tubes on perforated trays, including providing of supports wherever necessary, providing identification tags, joining through connectors as per standard practice, testing of the laid tube for leakage at rated pressures.
7.4	SS/Copper/GI/MS/CS piping/tubing, impulse removal and refixing,drain vent plug removal/refixing and dechoking of the tubing.
8	Mounting of junction boxes
8.1	<u>Mounting and erection of junction box:</u> This shall include mounting of the junction boxes as prescribed with suitable angles and other fabrication material, same shall be grouted firmly, glands and plugs as desired will be screwed to it. The complete structure comprising of junction box, angles, etc. shall be coated with one coat of red oxide and painted with two coats of corrosion resistant paint of prescribed color.
8.2	Removal and refixing of cover, tightening of bolts and nuts wherever found missing. Replacement of gaskets, sealing of JB/local panel and glands by putty or sealing compounds/aluminium tape, terminal tightening, replacement of defective terminal strip if reqd, plugging, aluminium tape wrapping etc.
9	Cable Laying and Junction Box jobs
9.1	<u>Cable Laying/Dressing:</u> This involves laying of armoured, unarmoured cables for signal, alarm, control, power,OFC on ducts, main trays, perforated trays, trenches. The laid cables shall be dressed, clamped as per standard industrial practices. These cables shall be tested for insulation and continuity before finalizing. Laid cables shall be meggered,glanded and terminated at both end (including intermediate points/junction if any). Each cable shall be identified by cable tag carrying information of its use with no. The tag plate shall be of aluminum and all the details shall be embossed onto it. The tags shall be tied at an interval of 10 mtrs run and at the glanding points.Cable dressing on tray/ducts for all sizes with the help of cable or clamp etc.
9.2	<u>Cable glanding/ Reglanding(all sizes) :</u> This involves harnessing and glanding of the cable without leaving gaps for ingress of dust, gases etc. (suitable for hazardous area), Drilling of suitable holes if reqd. All drain and earth wires shall be properly twisted and connected as per the prescribed methods.Checking and tightening of existing glands / replacement of glands.
9.3	<u>Connection tightening :</u> Connection tightening / ferruling & lugging in the panel / JB as per requirement.

9.4	<u>Conduit Laying (all sizes)</u> This involves laying of conduit on ducts, main trays, perforated trays, trenches. The laid conduit shall be dressed, clamped as per standard industrial practices. Laid conduit shall be glanded at both end (including intermediate points / junction if any).
10	Excavation of trenches
10.1	<u>Excavation of trenches</u> : This shall include removal of precast slabs, sand, bricks, excavation of trench from existing cable trench. Filling with sand, restoring of bricks and restoring it back to the original condition.
10.2	<u>Excavation of trenches</u> : This shall include excavation of trench for the purpose of cable laying, filling with sand, laying of brick, back filling and compacting of the same, removal of surplus earth.
11	Laying of trays : This includes laying, clamping and supporting of aluminum and GI trays as per the direction of EIC. These trays shall be supported by suitable MS supports which shall be grouted on the earth or bolted to the existing primary supports. The supports shall be provided at a distance of every 1.5 meters. The supports shall be painted as per standard practice.
12	<u>Maintenance of power cylinders</u> : This includes removal of power cylinder from the specified location, shifting of the same to the specified location for maintenance and testing. The job includes dismantling, replacement of wearing parts, assembling of the cylinder and testing & mounting of cylinder to its specified location. All connections to be checked for damage/leakage and to be rectified if found. All related accessories and mounting fasteners to be secured without any loss.
13	<u>Maintenance of SOVs</u> :This includes removal of solenoid valve from the specified location by disconnecting its pneumatic and electric connection. Installation of the solenoid valve and testing. Restoration of earlier connection,both pneumatic and electric including glanding. All connection to be checked for damage/leakage and to be rectified if found. All related accessories and mounting fasteners to be secured without any loss.
14	<u>Maintenance of smart positioners/ I to P Converters</u> : This includes removal of the positioner from the specified location if required, disconnection of the pneumatic and electrical connection from the instrument, Instrument shall be cleaned thoroughly, calibrated and fitted back to the previous location or calibration at instrument work shop/site or replacement with new instrument if beyond repair. All pneumatic and electrical connection including glanding to be retained after refixing.
15	<u>Earthing</u> :Supply, laying and end termination of both ends of earth grid / instruments of 8 SWG Insulation wire in tray and conduits as required including earth-pit preparation as per standard practice.
16	Gas chromatographs and Analyzers
16.1	<u>Shifting and connection of all types of cylinders</u> :This job shall include shifting of gas cylinders (calibration and carrier gas), filled and empty from stores / instrument workshop to various location of gas chromatographs and analyzers and vice-versa.
16.2	<u>Routine Jobs</u> :This job includes Connection / Disconnection of the gas cylinder, regulator, Rota meters, Leak testing, setting of flow and pressure etc. for filled/empty carrier or calibration gas.Cylinder pressure/PCS/SCS pressure/sample flow / temp./field analyser readings.Condensate draining from sample line as per schedule
16.3	<u>Housekeeping of analyzer houses, skids, testing of sample skids etc.</u> : This shall include cleaning and housekeeping of the analyzers house, all undesirable material to be removed as per direction of EIC. Checking of all sample conditioning skids and related accessories. Installation of probes as per the direction of EIC. Dressing of cable, tying of cable, lugging and ferruling to be done wherever and whenever required.AH unit filter clening, Isolation Valves, drain valves of various utilities to be attended for leakage. Piping / tubing of utilities like water, steam sample lines etc to be repaired if damaged.
16.4	<u>Testing of sample lines / sample conditioning skids / PCS / Sample coolers</u> :This includes checking of sample lines and sample conditioning skids for leakage including tubing and piping joints, fittings, isolation valves of gas, air water, steam and others as applicable. The leakage points shall be rectified by the repair and replacement of tubes, valves and fittings etc.

16.5	Assistance in Maintenance of Gas Chromatograph Equipments :This job requires assistance during maintenance of Analyzer equipment located in Analyzer houses and in field. The job includes cleaning of equipment, leakage checking, tightening of tubes/fittings and connecting calibration cylinder during calibration, connection / disconnection of tubes, fittings, valves, columns, cylinders etc
16.6	Maintenance of Sample point :This includes isolation of sample point, disconnecting from the line, purging the sample line with the air or nitrogen and connecting back to process and bringing in to line as per requirement. Isolation / taking in line of Isolation valves in Analyzers
16.7	Cleaning of moisture / pH sensor / Conductivity sensor / Silica /sodium analyzer and accessories.This job also includes transportation of required calibration solutions / test instruments from workshop / lab to site.
17	Maintenance of bagging and Palletizing Machines
17.1	Routine ,preventive maintenance of Bagging / palletizing machines. This shall include removal of damaged components, replacement of components, repair, shifting of components, alignment of sensors. (Components include : proximity switches, power cylinders, photocell, limit switches, sensors ,encoders, solenoid valves,empty bag gripper etc.).Replacement of air cylinders including removal and fixing of mounting accessories.Cleaning of printer heads (This includes defective nozzles if reqd)
17.2	Replacement, shifting, alignment of limit switches, photocells, reed switches, printer heads, solenoid valves, proximity switches, encoders,empty bag gripper,succer cup and pneumatic fittings.
17.3	<u>Maintenance of pneumatic cylinders:</u> This includes removal and shifting of power cylinder from the plant to the specified location for maintenance and testing. The job includes dismantling, replacement of wearing parts, assembling of the cylinder and testing & mounting of cylinder to its specified location. All connections to be checked for damage/leakage and to be rectified if found. All related accessories and mounting fasteners to be secured without any loss.
17.4	Shifting of weights (total up to 30 kg) for calibration of check weigher / weigh feeder, This job includes cleaning of check weigher / weigh feeder and placement of weights in prescribed increments/ decrements, and shifting of weights to the specified location
18	Maintenance of Weighing system
18.1	<u>Calibration check of the Weigh Bridges :</u> The job includes shifting of dead weights from stores to weigh-bridge Site and back to stores. Special care to be taken not to damage the weights and transport the same in safe manner.
18.2	Putting the weights on the platform and removal in prescribed increments and decrements for weigh-bridge calibration
18.3	Replacement of load cells,checking of load cell outputs / resistance, removal of chquered plates, tightening of hinges, greasing of hinges and electrical connections tightening, insertion / removal of shim plates.
19	Maintenance of Ignitors / scanners: This job shall include cleaning & providing assistance in checking healthiness of Ignitors / Scanners, removal & fixing back and replacement of parts if any.
20	Maintenance of Pressure, Limit, Level, Temperature, Flow Switch (all types)
20.1	<u>Micro Switch :</u> This job includes opening of cover checking of micro switch contact, cleaning of contact portion, checking for electrical supply or replacement of parts and mounting the cover back and bringing the switch in to line etc.
20.2	<u>Calibration :</u> This job shall include removal and fixing back the switch in process line after calibration in the field.or removal of pressure switch from line send it to central w/s (both side) and mounting back in process line.
20.3	<u>Erection of switches :</u> This job includes removal & installation of all types of switches in the field with proper glanding of cable, connecting it to process and bringing in to line.
21	Misc Jobs

21.1	Shifting of any transmitter / switches / PG / DPG / thermocouple / thermo well / TG / Electronic cards / solenoid valves / printers / pneumatic controllers / electronic controllers / i/p converters / smart positioners / GC spares and such type of items from site to workshop and vice-versa for calibration or to bring new one from workshop/stores to site.
21.2	This involves replacement of bulb and fuses wherever required,Drilling of holes in panel/JB and wherever required of any size,Terminal strip replacement in the panel/JB.Cleaning and covering of all type of instt including JB,LCP with the aluminium tape.Leak arrest up to 1/2" line. Critical instrument readings to be noted and recorded as and when required for various instrument.
23	Maintenance of Instrument Panels / Cabinets/rotameters
23.1	Replacement and connection of barriers / multiplexer / modules / push button / selector switches / door locks / hinges, plugging of glands and other entries and exit points as per standard practice.Assistance in Barrier Calibration / trip amplifiers. Dismantling, overhauling, cleaning & mounting back of rotameters.
23.2	<u>Maintenance of consoles/enclosures namely :</u> Weight indicator, printer controller , Earthing relay, RIT panel,LCS unit etc. The job includes : Cleaning, termination as required, tightening of terminals, replacement of unit, testing etc.
24	DCS Jobs
24.1	<u>Panel Jobs :</u> This job includes checking of cooling / exhaust fan checking and replacing / air intake filter cleaning / panel cleaning by vacuum cleaner as per shedule. Removal/loading of printer paper and bringing the printer on line for logging purpose.
24.2	<u>Cleaning of Electronic cards :</u> Electronic cards to be removed from the chassis, to be cleaned with the recommended cleaning agents/ or as per the procedure and to be mounted back to it'ss place. Removal/installation of power supply units as per requirement
25	Maintenance of Local Indicator/Indicator Controllers
25.1	Removal of the local controllers along with complete accessories, sensors mounting clamps etc. and mounting back to its original location.
25.2	Repair of the instrument, replacement of spares as applicable, calibration of the instrument, cleaning and replacement of gaskets and rubber linings.
26	<u>Identification & Tagging :</u> This includes identification of instrument items wherever required, printing of tags nos. (approx. 25-50 mm high) on instrument items like switches, level gauges , control valves , stanchions , instrument canopies sample IN/OUT and steam IN/OUT etc as per specification by Engineer-In-charge.
27	<u>Painting job:</u> This job includes cleaning of painted / unpainted surface, removal of old paint with sand paper or paint remover, finishing the surface before applying one coat of epoxy zinc rich primer, painting with double coat of epoxy Resin finish paint of BERGER / ASIAN / NEROLAC make only and shade as decided by the Engineer-in-charge and finish to the satisfaction of Engineer-in-charge, cleaning of name plates, bolts etc. after completing the painting job.Painting has to be done for control valves, stanchions, Instrument canopies, cable trays, angles etc.
28	Loop checking & signal simulation including cable continuity checking and meggering
29	<u>F&G/Fire Detector cleaning :</u> This job involves removing detector from detector base, cleaning of detector, mounting back on the base
30	<u>Assistance in Maintainance of flooding system/Detector checking :</u> This job shall include assistance in detector checking, sov removal,volltage checking,gland tightening and putting back into service.
31	<u>Field Instruments (all types):</u> This job includes dismantling of all field instruments excluding instt covered under SOR no.1 to 7,12,13,21 cleaning of housing, cleaning of electronics and connectors with cleaners and reassembling with/without calibration. Damage part, if any, shall be replaced. All accessories and clamp bolts and nuts are required to be secured without loss.

32	Man Days (Highly Skilled/Skilled / Semi skilled/Unskilled) Requirement: Highly skilled/Skilled/Semi skilled/unskilled man days, may be required during planned shutdown or breakdown or during unforeseen incidents / requirement in the plant at any time during 24 hours of day depending upon plant's requirement from time to time.
33	Any other job which may require assistance for instrumentation work/ assistance of unskilled personnel.

Note: Job list is for reference only and may vary as per site requirement.



HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 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).

2.0 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.

2.4 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.

2.5 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.

2.6 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

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

2.8 Contractor should obtain all work permits from concerned BCPL engineer 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.