



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150230/AR

Date: 28.12.2015

To,

**SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE
STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER
BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING &
UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL
LEPETKATA PROJET SITE & UNLOADING OF NAPHTHA AT RAILWAY
SIDING GANTRY**

Prepared & Issued By
CONTRACTS AND PROCUREMENT DEPARTMENT
M/s. Brahmaputra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609

For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)

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Regd. Office: Hotel Brahmaputra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Administrative 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)
Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150230/AR

SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJCT SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 22/01/2016

Date and time for opening of bids: 15.00 hrs (IST) on 22/01/2016

From:

To:

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

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(Quotation – Do Not Open)

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SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJCT SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

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(To be pasted on the outer envelope containing envelopes Part –I)

CUT-OUT SLIP

(Quotation – Do Not Open)

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SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJCT SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

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

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REQUEST FOR QUOTATION (RFQ)
PART - I

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 towards :

A)	NAME OF WORK	:	SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJET SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY.
B)	CONTRACT PERIOD	:	The Duration / Period of Contract for all jobs listed under “Technical Specifications & Scope of Work” and “Schedule of Rates” shall be for Two years which shall be reckoned from the mutually accepted date after issue of LOA and Party has to mobilize accordingly as per instruction of EIC.
C)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	Rs. 1,500/- (in favour of “Brahmaputra Cracker & Polymer ltd.”, payable at Dibrugarh (Assam)) However, PSUs, MSEs are exempted from payment of tender fee. The firms registered with NSIC (under its Single Point Registration Scheme) will be exempted from the payment of tender fee provided they are registered for items they intend to quote
D)	EARNEST MONEY DEPOSIT	:	Rs. 6,13,000/- (in favour of “Brahmaputra Cracker & Polymer ltd.”, payable at Dibrugarh (Assam))
E)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 06/01/2016, in ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
F)	DATE & TIME FOR RECEIPT OF BID	:	22/01/2016 up to 1430 hours (02:30 PM)
G)	DATE & TIME FOR OPENING OF BID	:	22/01/2016 at 1500 hours in the presence of bidder’s representatives if they present.
H)	PLACE & SUBMISSION OF BID	:	CONTRACTS & PROCUREMENT DEPARTMENT, ADMINISTRATIVE BUILDING, BCPL PROJECT SITE PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM
<u>Exhibit A, Check list for submission of documents, ACKNOWLEDGEMENT CUM CONSENT LETTER must be filled up indicating entire details as enquired.</u>			

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders desirous to submit their bid shall pay cost of bidding document (Tender Fee Rs.1,500/-) by crossed demand draft in favour of **Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam)** along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. **Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above. Bids submitted without tender Fee shall not be considered for opening/evaluation.**

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 Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh, Assam. Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

*Micro and Small Enterprise shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. Micro and Small Enterprise documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant

Format of Bank Guarantee towards EMD is enclosed with tender.

1.0 SUBMISSION OF BIDS:

The Bid shall be submitted in the following manner in separately sealed envelopes (cut out slips) duly super scribed:

- a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART**
- b) PART – II: PRICE PART**

PART – I of the bid shall contain the following:

- a) Bid/Offer in hard copy as per the requirement of the Bidding Document duly signed and stamped on each page.
- b) Master Index enclosed with Request for Quotation duly signed and stamped by the bidders in token of having received and read all parts of bidding documents and having accepted and considered the same in preparing and submitting the bid.
- c) Earnest Money deposit as specified in Instructions to Bidders (ITB)

PART II of the bid shall contain the following:

BIDDER SHALL FILL PRICE IN SCHEDULE OF PRICES. IN THIS PART OF BID, THE BIDDER SHALL NOT STIPULATE ANY CONDITIONS. THERE SHALL NOT BE ANY OVER WRITING.

2.0 BID EVALUATION CRITERIA (BEC):

2.1 TECHNICAL CRITERIA:

- A) Bidder must have completed/executed a single work order/contract for providing operational assistance for loading & unloading of pressurized & non-pressurized hydrocarbons viz. Propylene/Butene-1/Butane/Naphtha/PFO/HPG/pentane having single order basic value not less than **Rs. 80.67 Lakhs** in/from truck tankers/rail wagons for any public sector/Government organization/reputed private sector in any of the preceding seven year from the due date of tender opening (Technical Bid) and the bidder should also possess experience of not less than 1 year for carrying out the work against the single work order.
- B) In case bidder is executing a rate/maintenance contract which is still running and contract value executed till one day prior to the due date of submission is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted work completion certificate to this effect issued by end user/owner.
- C) Bidder must submit following documents in support of meeting the experience criteria during the preceding 07 years as detailed above :-
- i) Copies of Work Order /Service orders set (including scope of work, SCC, SOR etc. which should be sufficient to ascertain experience) issued by client
 - ii) Completion/Execution Certificate in respect of work/service order mentioned above and it should clearly contain the work/service order reference number, 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.

- 2.2** Bids of Joint Venture/Consortium not acceptable.
- 2.3** Experience acquired by a bidder as a sub-contractor shall not be considered for qualifying the experience criteria of BEC.
- 2.4** 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.

2.5 FINANCIAL CRITERIA:

1. The bidder must have a minimum annual turnover of Rs. 80.67 Lacs in any of the 03 (three) Proceeding audited financial years. The preceding three years covers the FY 2012-13, 2013-14 & 2014-15.
2. Bidder shall have minimum working capital of Rs 16.26 Lacs as per the last audited financial year. 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 100 Crore or US \$ 22million, conforming the availability of line of credit to meet the above specified working capital requirement.
3. The Financial Net Worth of the Bidder should be positive as per the last Audited Financial Statement.

Bidders should submit attested copy(s) of audited Balance Sheet, Profit & Loss Account towards meeting the above financial criteria along with their un-priced bid.

- *Bidder shall submit details of Financial Capability of bidder in the prescribed format duly signed & stamped by **Chartered accountant**.*
- *Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by **notary public** with legible stamp.*

3.0 BIDS EVALUATION METHODOLOGY AND AWARD CRITERIA:

3.1 Bids would be evaluated on techno-commercially accepted overall lowest quoted bid basis.

3.2 The said job/service is splittable and hence job is to be awarded to MSME vendor in complete accordance with C&P procedure clause number 3.4(e).

3.3 Further, in case more than one bidder tied up at one position, then shortlisting of bidders will be done using the following tie-breaker:

The bidder who has got the higher turnover in the last financial year i.e. FY 2014-15 will be considered for award.

BCPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. Therefore, bidders must ensure to submit the details in totality at the time of submission of the bid.

4.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned above duly notarized by notary public with legible stamp towards the proof of meeting the Bid Evaluation Criteria (BEC) as stated above:

- **Duly Attested / Certified copies of all the BEC (clause 2.0) documents viz. Work Order(s), Execution/completion Certificate(s), Annexure – Z, Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in Exhibit ‘A’.**
- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**

OR

Affidavit of proprietorship and power of attorney in case of Proprietary firm

OR

Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.

- **Attested copy of service tax registration certificate**
- **Attested copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.**
- **Attested copies of all the relevant documents in support of SSI, MSE unit.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.**

Bids complete in all respect must reach this office not later than 02.30 PM on the notified date of closing of the tender. Bidder who purchased the bids prior to Pre-bid will be given preference for queries & bidders should send the queries to the undersigned in email arajkhwa@bcplindia.co.in on or before 2 days before the pre-bid meeting.

All out-station bids, if sent by post, should be sent under registered cover. Any excuse regarding late delivery of bid due to any reason whatsoever will not be entertained.

Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of price bid opening.

Any change in bid after due date of submission of tender will not be considered.

Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered.

Please confirm that you have received the tender document and will be quoting for the tender items/jobs. In case you are not quoting for the same, please return complete set of tender documents.

The Bidder is required to submit the bid along with their covering letter under letter head disclosing the name and designation of authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail etc.

5.0 ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between SOR, 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:

- a) SOR
- b) RFQ Covering Letter
- c) Instruction to Bidders
- d) Special conditions of contracts (Part B)
- e) Special conditions of contracts (Part A)
- f) General conditions of contracts

You are requested to depute your representative along with authorization letter at the time of bid opening.

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

Yours faithfully,

**For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)**

**Amrisha Rajkhowa
Sr. Officer (Contracts & Procurement)
E-Mail: arajkhowa@bcplindia.co.in
Ph no: 0373-2914609 / +91 9854025532**

NOTE:

1. Bidders are requested to fill all the Annexure as enclosed in the tender documents.
2. Bidders must sign & stamp on each page of tender document.

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)
Year1:	
Year2:	
Year3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
Signatory]
Chartered Accountant
Date

[Signature of Authorized

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”

EXHIBIT 'A'

TENDER NO: BCPL/DIB/C&P/SER/20150230/AR

CHECK LIST FOR SUBMISSION OF DOCUMENT & AGREED TERMS & CONDITIONS

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Un-priced bid (Part-I)”.

S N	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Compliance of Technical Criteria of Bid Evaluation Criteria (BEC)	
2	All documents in support of Technical Criteria (i.e, Work order & completion / execution certificate) of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified/attested by Chartered Engineer and notary public with legible stamp.	
3	Compliance of Financial Criteria of Bid Evaluation Criteria (BEC)	
4	Bidder shall submit details of Financial Capability of bidder in the prescribed format (ANNEXURE – Z) duly signed & stamped by Chartered accountant . Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.	
5	ACCEPTANCE OF EVALUATION & AWARD CRITERIA	ACCEPTED / NOT ACCEPTED

6	Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney. OR Affidavit of proprietorship and power of attorney in case of Proprietary firm OR Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.	Reference of document furnished
7	An undertaking by the bidders (who quotes by down loading the tender from web site)	Reference of document furnished 1.
8	Attested copy of PAN Card (attested / notarized)	
9	Attested copy of Service tax registration certificate	
10	MSE / SSI certificate (attested / notarized) If applicable (Micro and Small Enterprise shall be exempted from submission of EMD/Bid Bond provided they are registered for the items they intend to quote against BCPL tender. The documentary evidence submitted by the bidder for MSME / NSIC registration shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant	SUBMITTED / NOT APPLICABLE Ref. No. & date _____ SC / ST MSE _____ (YES / NO) EM enclosed (YES / NO)
11	No deviation confirmation in the proforma enclosed.	
12	Submitted the tender with no deviation in Scope of work, schedule of rate, SCC-B & Technical specification.	
13	Acceptance of security deposit term & payment term. NOTE – NO SECURITY DEPOSIT EXEMPTION FOR MSE, PSUs.	1) 2)
14	Acceptance of payment terms as mentioned in SCC	
15	Acceptance of delivery period / contract period in totality.	

16	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.	EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)
17	VALIDITY OF OFFER IS UP TO THREE (03) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART. INCASE DATE OF OPENING EXTENDED, SUBSEQUENTLY BID VALIDITY EXTENDED ACCORDINGLY.	YES VALID UPTO: _____ AGREED: _____ –
18	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
19	BIDDER'S CONTACT DETAILS: POSTAL ADDRESS: EMAIL: CONTACT PERSON: MOBILE: LANDLINE:	

Note:

Date:

Bidder's signature _____

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail (arajkhwa@bcplindia.co.in) to or per return FAX by filling up the this Format.)

To,
Sr. Officer (C&P)
ADMINISTRATIVE BUILDING
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/C&P/DIB/SER/20150230/AR

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 with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile Number :

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 :

INSTRUCTIONS TO BIDDERS

NAME OF WORK:

SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJCT SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

(TENDER NO. BCPL/DIB/C&P/SER/20150230/AR)

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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 mentioned in 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.

7.1. 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 all the documents as per the RFQ.

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.

11. 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 are 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 03 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 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.

16.9 For Indian Bidders: Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items/services 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

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

17.2 The bidder is requested to submit their queries of tender document through e-mail/ courier so as to reach BCPL on or before the Pre-bid meeting date. These questions shall be replied during the Pre-bid meeting.

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

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

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 not be opened.

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

- (a) meets the Bid Evaluation Criteria;
- (b) has been properly signed;
- (c) is accompanied by the required securities;
- (d) is substantially responsive to the requirements of the bidding documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to 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 / GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

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

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 and as per clause no. 2 of RFQ.

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 Period of contract shall be counted from the date as mentioned in the LOI / 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 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 9 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.

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

43. ERRANT BIDDER:

In case after price bid opening the lowest evaluated bidder (L1) is not allowed 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 participation in re-tendering of the same job(s)/items(s)."

44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

A.1"Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6"Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ices.

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.
In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

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

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

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

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

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

45 Performance Rating & Evaluation:

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

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

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

Very good

Good

Fair

Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal cases: No defects / No deviation / No failure 40 Marks

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

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A. FOR SUPPLIES:

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

(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

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SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

NAME OF WORK: SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJET SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

TENDER NO: BCPL/DIB/C&P/SER/20150230/AR

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 override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

BCPL, LEPETKATA, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

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

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties. Payment will be made at BCPL-Lepetkata within 15 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by Engineer-In-Charge. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment. Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SECURITY DEPOSIT:

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

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - A) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - 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 quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.0 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.0 TERMINATION OF CONTRACT:

As per GCC Clause no. 29.

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 ` 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 one 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 subcontractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all loss, damages, expenses or decrease arising out of such action.

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

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to strictly adhere to guidance, instruction when required.

- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

33.0 ARBITRATION CLAUSE:

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

- 33.7 The award of the Arbitrator shall be final and binding on both the parties.
- 33.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

- 37.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- 37.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.

- 37.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

38.1 SUB LETTING OF WORK:

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

38.2 AFFIDAVIT:

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

39 PF REGISTRATION:

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

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

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

- 40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs. 5,000.00 per occasion.
- 40.2 Violation as above resulting in:
- 40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs. 2, 00,000.00) per injury in addition to Rs. 5,000.00 as in para 40.1.
- 40.4 Fatal accident, a penalty of 1% of the contract value (maximum of ` 10, 00,000.00) per fatality is addition to Rs. 5,000.00 as in para 40.1.

41.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

1.0 Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and

Small Enterprises. Accordingly, following provisions shall be incorporated in all tenders:

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

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

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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.

42.0 PRICE REDUCTION SCHEDULE:

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

decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.
All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

NO DEVIATION CERTIFICATE

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

Dear Sir,

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

NAME :

BIDDER'S NAME :

COMPANY SEAL :

SPECIAL CONDITIONS OF CONTRACT PART-B

PART-B

DESCRIPTION:

NAME OF WORK: SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJCT SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

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** The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.4** The bidders shall be deemed to have visited the site. Non-familiarity with the site conditions 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, specifications and instructions of EIC
- 1.5** In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of BCPL that the information submitted by the bidder, regarding experience etc., is false, BCPL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with BCPL.
- 1.6** The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by BCPL engineers and the contractor has to be strictly adhering to the instructions of BCPL Engineer or person/agency nominated by EIC.

- 1.7 All the Personnel Protective Equipment's (PPEs) of Indian Standard viz. safety shoe, helmet, safety goggles, gloves, cotton uniform of approved colour, rain wears like raincoat; gumboot to every workman is to be provided by the contractor for the mentioned job. Violation in use of PPE will be penalised as per BCPL policy.

2.0 **LOCATION OF WORK:**

- 2.1 The unloading of Naphtha is to be carried out at outside of the Lepetkata complex, which is approximately 10 km away.
- 2.2 Intake well Facility of M/S BCPL, which is situated at a distance of 12 km from BCPL Lapetkata Petrochemical complex at the bank of Burhidhing River.
- 2.3 Activities of loading & unloading of liquid hydrocarbons and operational assistance-services for field Operations is to be carried out at offsite-storages, Lepetkata complex.
- 2.4 It is understood that before quoting the rates/prices, the bidder has visited the work sites and has acquainted himself fully with the nature and quantum of job/work to be carried out by him under the scope of bid document. Ignorance of this will not be considered after the award of contract. The contractor will be responsible to complete the entire jobs/works in all respect, including any other work necessary to complete/execute the job satisfactorily, though especially not covered in the SOR, Scope of work & technical specifications.

3.0 **TIME OF COMPLETION/PERIOD OF CONTRACT**

- 3.1 The Duration / Period of Contract for all jobs listed under “**Technical Specifications & Scope of Work**” and “**Schedule of Rates**” shall be for **Two years** which shall be reckoned from the mutually accepted date after issue of LOA and Party has to mobilize accordingly as per instruction of EIC.
- 3.2 The entire naphtha unloading operation is time bound job as assigned, are to be completed within the specified period 8 hours (already mentioned in detailed scope of work)
- 3.3 Loading & unloading of liquid hydrocarbons at BCPL Lepetkata complex shall be done in the morning & evening shift unless any emergency requirement. Duration of morning shift is 6:00 hrs. to 14:00 hrs. & evening shift ends at 22:00 hrs.
- 3.4 Operational assistance activities will be carried out in shift pattern & shift reliever basis i.e. Morning, Evening & nightshift at BCPL's Lepetkata complex.

4.0 **TERMS OF PAYMENT:**

- 4.1 Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in charge after applicable deduction of Income Tax and any other taxes and duties.
- 4.2 Payments shall be made against 'Bills' [in standard 'pro forma'], submitted in 'quadruplicate' [i.e. four (04) hard copies] and 'one [01] soft copy', including all measurements [after 'joint measurements' with "EIC / BCPL's authorized representative(s)"]].

- 4.3 The CONTRACTOR, on completion of services for each month shall submit monthly R.A. bill on pro-rata basis of SOR rate complete in all respects in quadruplicate and duly certified by the EIC along with progress reports. The payment will be done on monthly basis on receipt of duly certified bills for previous months services rendered along with:
- i) Copy of ECR for PF submitted to PF authority.
 - ii) Copy of ECR for ESIC submitted to authority (if applicable).
 - iii) Copy of EC insurance policy.
- 4.4 The contractor is required to submit copies of Electronic Challan cum Return (ECR) along with online uploaded list of contract workers/members for proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contributions with respective authorities for the contract workers engaged by him in BCPL while submitting monthly bills. In absence of ECR and online uploaded list of contract workers/members the monthly bills would not be processed. All payments shall be released within 15 days after receipt of relevant documents complete in all respects and certified by EIC. No interest charges for delay in payment, if any, shall be borne by Owner. The CONTRACTOR's request(s) for payment shall be made to BCPL in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by shipping documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- 4.5 Payments will be made on the basis of 'joint measurements' taken by the Contractor and "EIC / BCPL's authorized representative(s)", and after necessary verification & certification by "EIC".
- 4.6 All taxes, duties, levies shall be deducted from the Bill(s) as per the applicable rules, regulations and amendments issued by the government from time to time.
- 4.7 Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].
- 4.8 Payment of "part rates" against the approved tendered rates for item(s), may be made against the 'running account bills / final bill' at the discretion of "EIC" for not performing the work as per technical specifications, terms & conditions.
- 4.9 Payment against Final Bill shall be released after completion of the contract in all respect.

5.0 ENGINEER-IN-CHARGE [EIC]

- 5.1 BCPL shall nominate the "Engineer-in-Charge [EIC]" for the works under the Contract.
- 5.2 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the issued instruction/specifications.

- 5.3 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.
- 5.4 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.
- 6.0 WORK PROCEDURES:**
- 6.1 The loss of material must be within 0.1% of the NRL invoice value. For this, the LT of Naphtha tank at BCPL, Lepetkata will be considered as final. In case, the same is found more than 0.1 %, the total loss will be deducted from contractor's current bill as per the cost of Naphtha charged by NRL to BCPL.
- 6.2 All the tools tackles used during unloading will be non-sparking and will be supplied by the contractor.
- 6.3 One person in technician level to be deployed in Railway gantry on daily basis other than the days of Naphtha unloading. In case of any shutdown or major maintenance in railway gantry, the contractor will provide few technicians or operator to assist the maintenance activity. This condition is within the scope of loading & unloading of LHC.
- 6.4 All stationaries, log books will be at contractor's scope. Log book format will be supplied by EIC.
- 6.5 The quantities indicated in SOR are just tentative. The rate quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes and duties excluding service tax & Cess thereon. In case of any discrepancies, the decision /interpretation of EIC shall be final.
- 6.6 Contractor shall start the job after getting intimation from EIC/Representative of EIC. Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of Engineer-in-Charge. In case of any unforeseen situation, Job can be stopped midway only after getting permission from EIC.
- 6.7 The execution of the work may continue working during all times and weather conditions and no extra rate will be considered on jobs round the clock including, General Holidays, National Holidays, May day, etc. as per the requirement of BCPL (hereinafter referred as BCPL) to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account.
- 6.8 Measurement of the works shall be made in the units mentioned in the Schedule of Rate (SOR).
- 6.9 The contractor shall arrange his own facilities for transportation of his workmen / resources to the work area on all occasion.
- 6.10 The Contractor shall ensure the quality of the jobs carried out. In case of repetition of jobs due to faulty workmanship/negligence attributable to contractor, same shall be carried out by the contractor without any additional cost implication to BCPL.
- 6.11 No compensation for extended stay is payable to the contractor.

- 6.12 Supervision:** 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 the Engineer-In-Charge at the commencement of contract.
- 6.13 Disciplined Operating crew:** 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.
- 6.14** 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.
- 7.0 MANPOWER (ALL CONTRACTOR EMPLOYEES) RELATED CLAUSES:**
- 7.1** The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton **uniforms embroidered with company"s/ agency"sname** with specific colour along with safety shoes and helmets. The use of uniform / protective clothing is a must for each workman at site. Failing to supply of Safety equipment to the workmen, the EIC have the power to impose a suitable penalty on the contractor and the same shall be deducted from the contractors monthly Bill.
- 7.2** Employees/ workmen of contractor shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum. They shall be medically fit and fully competent to perform the work Personnel employed by the contractor and supervisor working on the roll of the contractor.
- 7.3** The contractor shall employ such workers who are above 18 years of age.
- 7.4** Transportation of contract employees to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.
- 7.5** The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and meet all statutory obligation of payment as per minimum wages act. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor. Contractor shall comply all statutory requirements like labor laws, provident fund, insurance coverage etc.
- 8.0 RESPONSIBILITIES OF THE CONTRACTOR AND ADHERENCE/COMPLIANCE TO VARIOUS LABOUR LEGISLATION/INDUSTRIAL LAWS:**

- 8.1** The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its worker in EPFO, Tinsukia.
- 8.2** Minimum Wages Act: The contractor/contracting firm shall pay the wages to the workers latest by 10th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner ,Dibrugarh from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer In-charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time
- 8.3** The contractor must submit the proof of depositing PF contribution with RPFC of their workmen in form of monthly ECR Mandate, Confirmation slip and Acknowledgement slip along with PF Challan with monthly RA Bills.
- 8.4** The contractor is responsible for obtaining the labour license under the provisions of Contract Labor (R&A) Act, 1970 from the office of RLC (Central), Ministry of Labor, Govt. of India, Dibrugarh.
- 8.5** The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 8.6** The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, the employees compensation act 2010 (earlier known as Workmen's compensation act 1923) and other relevant acts, rules and regulations enforced from time to time.
- 8.7** The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month. Disbursement of wages must be witnessed by representative of Principal Employer.
- 8.8** 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.
- 8.9** 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.
- 8.10** All personnel deployed by the contractor should be on the rolls of the contractor.
- 8.11** 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.
- 8.12** The contractor is required to maintain register and records as required under different laws.
- 8.13** The contractor shall ensure to obtain Employees Compensation Insurance Policy covering the risks of accident at the Workplace and injury sustained out of or in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed there under.

- 8.14 The Contractor shall take care of the health insurance in respect of their employees and workmen deputed for this work.
- 8.15 The contractor will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- 8.16 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor.
- 8.17 Contractor has to be strictly adhere to guidance, instruction when required.
- 8.18 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 8.19 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide **police verification for all the persons deployed by him.**
- 8.20 While confirming 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 & regulation of centre / state / local statutory authorities.
- 8.21 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant.
- 8.22 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 8.23 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 8.24 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 8.25 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

9.0 EXPERIENCE AND QUALIFICATION

- 9.1 For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance will be accepted by BCPL only after quality check of assistance after reviewing the experience and qualification.

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

SL	Category	Qualification
1.	Supervisor (Highly Skilled)	Graduate with minimum 5 years working experience in a Chemical/ Petrochemical/ Refinery/ Fertilizer or any other big chemical process plant.
2.	Plant Operator (Skilled)	Minimum Diploma in Chemical Engineering with minimum 2 years working experience in operation of Chemical/ Petrochemical/ Refinery/Fertilizer or any other big chemical process plant Or B.Sc. with Physics/Chemistry with minimum 4 years of experience working in operation Chemical/ Petrochemical/ Refinery/ Fertilizer or any other big chemical process plant.
3.	Technician (skilled)	Diploma/ITI in Mechanical with minimum 1 year experience in operation in any process industry
4.	Computer operator (highly skilled)	Graduate having working knowledge in MS office, preparation in invoice etc.
5.	Helper (unskilled)	Minimum 10+/Secondary certificate

- 9.3** BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their not having appropriate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by “ENGINEER-INCHARGE”, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of “ENGINEER-IN-CHARGE”. In case of any dispute the decision of “ENGINEER-INCHARGE” shall be final and binding.
- 9.4** BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline.
- 9.5** For the jobs contractor shall provide skilled person on all days of week including Sundays and Gazetted Holidays as per requirement. Contractor shall also make arrangements for extra personnel, if required and as instructed by EIC.
- 9.6** Bidder to ensure minimum basic experience & qualification while selecting the highly skilled/ skilled/ semiskilled/unskilled working person meeting the qualifying criteria as per RFQ. Final selection will be done by BCPL.
- 9.7** The contractor will ensure engagement of Project Affected Persons (PAP) and local persons in Semi-skilled & Unskilled category of the work for which the list of such persons will be provided by the authorized person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

10.0 WORKING HOUR: (APPLICABLE FOR INTAKE WELL OPERATION AT BUHRIDINGHI RIVER SIDE & OPERATION ASSISTANCE SERVICES AT OFFSITE STORGAE AREA)

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 (12.30 am-1.00 am). Further, works will be carried out by contractor personnel on 8 hrs shift basis i.e. 3 shifts per day for round the clock service and BCPL may operate 2 or 3 shifts in a day as per BCPL requirement and working time can be changed as per requirement of work as decided by EIC.

11.0 MAN POWER REQUIREMENT

11.1 Contractor has to ensure the following minimum manpower to be made available at site in each shift of operational assistance or for loading & unloading of LHCs in order to attend the intended works.

The break-up of the minimum manpower requirement at various areas for various activities is attached as in Annexure-C

11.2 The contractor will be fully responsible for neglecting/delaying in attending the maintenance activities and EIC will have its decision to impose a suitable penalty depending upon the delay in execution of the work or quantum of maintenance services got hampered because non deployment of above indicated minimum manpower. The engagement of manpower by BCPL under Manpower supply portion shall be applicable only for executing works which are not covered in the SOR items.

11.3 The required manpower as mentioned above is indicative only. However the contractor shall be required to deploy additional resources as per need of the job. Also during the breakdown / shutdown of the plant, the need of man-power and tools-tackles will be much more and contractor shall be required to arrange additional manpower and tools-tackles as per instructions of Engineer-In-Charge at a short notice. In case of any delay in job execution due to non-availability of required manpower, contractor will be held responsible.

12.0 SCOPE OF SUPPLY BY BCPL

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

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

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

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

12.4 As per job requirement, special tools like Hydraulic Torque Wrench, Pneumatic Torque Wrench, Hydraulic flange spreaders, and other special tools /devices etc. shall be in the scope of BCPL.

13.0 SAFETY & SECURITY RELATED CLAUSES:

- 13.1 The contractor shall provide personal protective equipment's including Cotton cloth uniform with specific color, safety shoes, safety helmet, Welding goggles, Grinding goggles, hand gloves, safety belts, safety net and rope ladders etc. as per prevailing safety norms, to all the personnel deployed for the execution of the maintenance activities. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 13.2 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in **appropriate cotton uniforms/dungaree embroidered with company's/ agency's name with specific colour along with safety shoes and helmets**. The use of uniform / protective clothing is a must for each workman and supervisor working on the role of the contractor.
- 13.3 A proof for purchase and distribution of **protective clothing's (cotton uniforms/dungarees)**, safety shoes (two pairs of **cotton uniforms/dungarees, two pairs of socks and one pair of safety shoes per year**) and other safety kit and liveries (in terms of the safety provision under factories Act 1948, any other Acts or any provision indicated elsewhere in this document) shall be submitted by the contractor.
- 13.4 Special safety equipment like breathing apparatus, gas masks etc. shall be provided by the contractor. Eyes" protection kits will also be provided by the contractor, whenever required. Contractor will be responsible for the same.
- 13.5 All jobs are to be carried out under "**Permit system**" on receipt of the intimation from S/I or site engineer .The contractor has to cross check for ensuring availability of "**Safety work permit**" duly signed by process/safety personnel with mechanical S/I or site engineer before starting the jobs. The contractor has to comply all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "ENGINEER-IN-CHARGE". Contractor shall intimate the concerned S/I of site engineer after completion of job. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 13.6 Contractor shall maintain first aid facility for his employees, however first aid available with BCPL will be provided by BCPL if available. Remaining expenditure towards treatment of contractor's employee will be borne by the contractor.
- 13.7 The Contractor shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. **In the case of theft or loss BCPL will not be held responsible.**
- 13.8 All the employee of contractor should observe/obey the security and safety related rules and regulations introduced from time to time by BCPL management

14.0 **PENALTY CLAUSES FOR SAFETY VIOLATION:**

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

- 14.1** For first time violation of safety rules & regulation by contractor, HOD (F&S) will issue a warning letter to contractor with intimation to EIC.
- 14.2** In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.
- 14.3** In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5000/- and in multiple of Rs.5 000 thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.
- 14.4** In case of consistent violation of safety rules & regulation by contractor, BCPL reserves the right to take suitable action against contractor including forfeiture of security deposit and termination of the contract and upon such termination BCPL shall have the right to remove the contractor's materials from site.
- 14.5** Safety Violation as above resulting in:
- i. Any physical injury, a penalty of 0.5% of the contract value per injury in addition to Rs. 5,000.00 as in above Pt (3).
 - ii. Fatal accident, a penalty of 1% of the contract value per fatality is addition to Rs. 5,000.00 as in above Pt (3).
- 15.0** **PENALTY /TERMINATION CLAUSE FOR NON- PERFORMANCE, IF ANY**
- 15.1** In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk and cost and responsibility of the contractor. In addition 14% of the service charges will be deducted from the contractor's dues.
- 15.2** If the contractor fails to mobilize the required resources within reasonable time as decided by ENGINEER –IN-CHARGE, BCPL may get the work done through other agency at the risk and cost of the contractor and the security deposit of the contractor may liable to be forfeited.
- 15.3** In case of delay in execution of job, EIC at his discretion may impose a penalty of Rs 1000/-per distinct case of delay. The time taken by contractor for any job shall be considered as the duration from intimation received by the contractor supervisor to the completion of the job in totality. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.
- 15.4** EIC at its discretion may also make recovery from contractor's bill, if the contractor neglects/fails to execute jobs/ his duties included in the SOR &Scope of Work up to the satisfaction of EIC during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect. The recovery shall be limited to a maximum of Rs 1000/-per distinct case of neglect. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.

- 15.5** In case of consistent non-performance of contractual obligations and violation of terms and conditions of the contract, BCPL reserves the right to get the work done through other agency at the risk and cost of the contractor and to take suitable action against contractor including forfeiture the security deposit and termination of the contract.
- 15.6** Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract or part of the contract after giving 07days notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove the contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

SCOPE OF WORK

PART A:

Scope of Work for Operational Assistance-Services for field operations in offsite-storages at BCPL, Lepetkata and Pumping of Raw Water by Intake Well at Burhidhing River.

Background:

The Proposed work is to be executed at Brahmaputra Crackers & Polymer Limited (BCPL), Lepetkata Project site approximately 15 km from Dibrugarh town, Assam. M/s BCPL is a joint venture of M/s GAIL, M/s NRL & Assam Govt. The Petrochemical complex essentially comprises of Ethylene Cracker Unit (ECU) with C2+ liquid and naphtha as feed and downstream process units viz. LLDPE/HDPE swing and PP unit to produce various grades of polyethylene and polypropylene respectively.

C2+ liquid is extracted from rich natural gas (6.0 MMSCMD), received from Duliajan through pipeline. At Duliajan the gas is being received from the Gas field of OIL India. At Lepetkata, rich gas from Duliajan is first processed in Gas Sweetening Unit (GSU), to recover CO₂/H₂S and then it is being routed to C2+ recovery Unit. Lean gas after C2+recovery is being compressed and transfer back to pipeline for transfer to Duliajan. Part of the lean gas is being used for captive fuel purposes.

The principal end products of the Complex are High Density Polyethylene (HDPE) and Linear Low Density polyethylene (LLDPE) and Polypropylene (PP). The other products include Raw Pyrolysis Gasoline and Fuel oil.

There is an integrated offsite storage facility in the BCPL Petrochemical complex that can be broadly classified into the following categories:

- Feed storage facilities
- Intermediate storage facilities
- Product storage facilities

For, operational point of view, running the plant smooth, safe and uninterrupted receipt & supply of the products to the end users; operation assistance services are essential in the area of offsite storages, OWS, Steam (HP, MP & LP) network, Flare system and its condensate lines, round the clock basis and shift relieving pattern.

Scope of Work

A. Propylene Storage & transportation System:

Nos. of Spheres	Nos. of Pumps	Pump Capacity (m ³ /hr)			Activities
		On Spec	Off spec	Loading	
4	5	20	6	11	1. Sphere change-over: operation of ROVs (a. Pump Suction ROV b. Vapour balance ROV & c. Run down line ROV) 2. Recirculation of the sphere material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of Propylene.
					3. Transfer of Propylene by starting the pumps (on/off spec) to the end users viz. GSU, PPU, ECU and receipt of Propylene in the spheres from ECU on 24X7 basis and shift reliever pattern.
					4. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
					5. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
					6. De-commissioning activities of the spheres during statutory inspection or other reason.
					7. Checking of healthiness of the security system (fire water system in the sphere area)
					8. Starting / stopping of the Propylene loading pump during loading of the Propylene at its gantry.
					9. Receipt of the Propylene at Spheres from Gantry during unloading of the Propylene tankers.
					10. Upkeep of the pump house and sphere area.
					11. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDP/HDPE/ECU/GSU as and when required.
					12. Stay present at the locations where permits (hot/cold/work at height) has been issued.
					13. Taking care of flare associated lines to spheres.
					14. Usage of security system in case of emergency

B. C2+ Storage & transportation System:

Nos. of Spheres	Nos. of Pumps	Pump Capacity (m ³ /hr)	Activities
			1. Sphere change-over: operation of ROVs (a. Pump Suction header & Pump suction, mixing ROV b. Vapour balance ROV & c. Run down line ROV)
6	3	40	2. Recirculation of the sphere material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of C2+ Liquid.
			3. Transfer of C2+ liquid by starting the pumps to the end users viz. ECU on 24 X 7 basis and shift reliever pattern.
			4. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
			5. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
			6. De-commissioning activities of the spheres during statutory inspection or other reason.
			7. Checking of healthiness of the security system (fire water system in the sphere area)
			8. Receipt of the C2+ liquid at Spheres from GSU on 24X7 basis and shift reliever pattern.
			9. Upkeep of the pump house and sphere area.
			10. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE/ECU/GSU as and when required.
			11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
			12. Taking care of flare associated lines to spheres.
			13. Usage of security system in case of emergency.
			14. Operation of the steam charged vaporizer at the discharge line (partial) of the C2+ transfer pumps

C. Ethylene Storage & transportation System:

Nos. of Spheres	Nos. of Pumps	Pump Capacity (m ³ /hr)	Activities
			1. Sphere change-over: operation of ROVs (a. Pump Suction header ROV b. Vapour balance ROV c. Run down line ROV)

5	2	80	2. Recirculation of the sphere material for sampling by Laboratory. It involves staring/stopping of the pumps. Assisting to lab people for Safe collection of Ethylene.
			3. Transfer of Ethylene by starting the pumps (on/off spec) to the end users viz. LLDPE/HDPE on 24 X 7 basis and shift reliever pattern.
			4. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
			5. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
			6. De-commissioning activities of the spheres during statutory inspection or other reason.
			7. Checking of healthiness of the security system (fire water system in the sphere area)
			8. Receipt of the Ethylene into Spheres from ECU on 24X7 basis and shift reliever pattern.
			9. Upkeep of the pump house and sphere area.
			10. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE/ECU/GSU as and when required.
			11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
			12. Taking care of flare associated lines to spheres.
			13. Usage of security system in case of emergency.
			14. Operation of the steam charged ethylene vaporizer at the discharge line (partial) of the Ethylene transfer pumps.
			15. Assisting maintenance group for handing over machines for maintenance. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.

D. Pentane unloading, Storage & transportation System:

Nos. of Bullet	Unloading Pumps		C5 Transfer Pumps		Activities
	Nos.	Capacity	Nos.	Capacity	
1 (90 M ³ Capacity)	2	27.5 m ³ /Hr	2	10 M ³ /Hr	2. Recirculation of the sphere material for sampling by Laboratory. It involves staring/stopping of the pumps. Assisting to lab people for Safe collection of Pentane.
					3. Transfer of Penatane by starting the pumps to the end users viz. LLDPE/HDPE

	on 24 X 7 basis and shift reliever pattern.
	1. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
	2. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
	3. De-commissioning activities of the Bullet during statutory inspection or other reason.
	4. Checking of healthiness of the security system (fire water system in the sphere area)
	5. Upkeep of the pump house and sphere area.
	6. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE as and when required.
	7. Stay present at the locations where permits (hot/cold/work at height) has been issued.
	8. Taking care of flare associated lines to Bullets.
	9. Usage of security system in case of emergency.
	10. Assisting maintenance group for handing over machines for maintenance. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.
	11. Receipt of the Pentane into the Bullet when C5 tanker will come.

E. C4/C5 Mix unloading, Storage & transportation System:

Nos. of Bullet	C4/C5 Transfer Pumps		Activities
	Nos.	Capacity	1. Operation of ROVs (a. Pump Suction header ROV b. Vapour balance ROV c. Run down line ROV).
1 (475 M^3 Capacity)	2	11 M^3/Hr	2. Recirculation of the Sphere material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of sample of C4/C5 Mix.
			3. Transfer of C4/C5 Mix product by starting the pumps to the end users viz. ECU on 24 X 7 basis and shift reliever pattern.
			4. Receiving of C4/C5 mix product from ECU on continuous basis.
			5. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs &

	TSVs with the system.
	6. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
	7. Checking of healthiness of the security system (fire water system in the sphere area)
	8. De-commissioning activities of the Bullet during statutory inspection or other reason.
	9. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE/ECU as and when required.
	10. Upkeep of the pump house and sphere area.
	11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
	12. Taking care of flare associated lines to Sphere.
	13. Usage of security system in case of emergency.
	14. Assisting maintenance group for handing over machines for maintenance. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.
	15. Spraying of caustic wash in the sphere.

F. Butene-1 unloading, Storage & transportation System:

Nos. of Bullet	Butene-1 Transfer Pumps		Activities
	Nos.	Capacity	
5 (475 M ³ Capacity)	2	7 M ³ /Hr	1. Operation of ROVs (a. Pump Suction header ROV b. Vapour balance ROV c. Run down line ROV).
Note: There are two Butene-1 unloading compressors are available. One will be in running & other will be in standby condition. One unloading bay is available in gantry.			2. Recirculation of the Sphere material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of sample of Butene-1.
			3. Transfer of Butene-1 by starting the pumps to the end users viz. LLDPE/LLDPE on 24 X 7 basis and shift reliever pattern.
			4. Receiving of Butene-1 from Gantry on continuous basis and shift reliever pattern.
			5. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
			6. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) &

	sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
	7. Checking of healthiness of the security system (fire water system in the sphere area)
	8. De-commissioning activities of the Spheres during statutory inspection or other reason.
	9. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE/ECU as and when required.
	10. Upkeep of the pump house and sphere area.
	11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
	12. Taking care of flare associated lines to Sphere.
	13. Usage of security system in case of emergency.
	14. Assisting maintenance group for handing over machines for maintenance. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.

G. Raw Pyrolysis Gasoline (RPG) Storage & transportation System:

Nos. of Tank (Floating Roof Type)	RPG Transfer Pumps		Activities
	Nos.	Capacity	
1 (1000 M ³ Capacity)	2	5 M ³ /Hr	1. Operation of MOVs (a. Pump Suction header ROV b. Run down line ROV).
			2. Recirculation of the tank material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of sample of RPG.
			3. Transfer of RPG by starting the pumps to the end users viz. ECU on 24 X 7 basis and shift reliever pattern.
			4. Receiving of RPG from ECU on continuous basis and shift reliever pattern.
			5. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
			6. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
			7. Checking of healthiness of the security system (fire water system in the sphere area)
			8. De-commissioning activities of the Spheres during statutory inspection or other reason.

	9. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE/ECU as and when required.
	10. Upkeep of the pump house and sphere area.
	11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
	12. Taking care of flare associated lines to Sphere.
	13. Usage of security system in case of emergency.
	14. Assisting maintenance group for handing over machines for maintenance. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.

H. Hydrogenated Pyrolysis Gasoline (HPG) Storage & transfer and vapour Recovery System:

Nos. of Tank (Floating Roof Type)	HPG Loading Pumps		Activities
	Nos.	Capacity	
1 (2000 M ³ Capacity)	2	80 M ³ /Hr	1. Operation of MOVs (a. Pump Suction header ROV b. Run down line ROV).
			2. Recirculation of the tank material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of sample of RPG.
			3. Starting of the loading pump upto the gantry for loading purpose.
			4. Receiving of HPG from ECU on continuous basis and shift reliever pattern.
			5. Starting of the HPG Blow down pump.
			6. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
			7. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
			8. Checking of healthiness of the security system (fire water system in the sphere area)
			9. De-commissioning activities of the Spheres during statutory inspection or other reason.
			10. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDPE/HDPE/ECU as and when required.
			11. Upkeep of the pump house and sphere area.
			12. Stay present at the locations where permits (hot/cold/work at height) has been

	issued.
	13. Taking care of flare associated lines to Sphere.
	14. Usage of security system in case of emergency.
	15. Assisting maintenance group for handing over machines for maintenance activity. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.

I. PFO, Loading, Storage & transfer System:

Nos. of Tank (Floating Roof Type)	PFO Loading Pumps		Activities
	Nos.	Capacity	
2 (350 M ³ Capacity)	2	48 M ³ /Hr	1. Operation of MOVs (a. Pump Suction header ROV b. Run down line ROV).
			2. Recirculation of the tank material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of sample of RPG.
			3. Starting of the PFO loading pump upto the gantry for loading purpose.
			4. Receiving of PFO from ECU on continuous basis and shift reliever pattern.
			5. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
			6. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
			7. Checking of healthiness of the security system (fire water system in the sphere area)
			8. De-commissioning activities of the Spheres during statutory inspection or other reason.
			9. Checking of the LPDs of various lines connected with the spheres going up to the plants viz. LLDP/HDPE/ECU as and when required.
			10. Upkeep of the pump house and sphere area.
			11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
			12. Taking care of flare associated lines to Sphere.
			13. Usage of security system in case of emergency.
			14. Assisting maintenance group for handing over machines for maintenance activity. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.

J. Hydrogen Storage & transfer System:

Nos. of Bullets	Hydrogen Compressor				Activities
	MP Compressor		HP Compressor		
	No.	Suction/Disc. Press(kg/cm^2)	No.	Suction/Disc. Press(kg/cm^2)	
2 (148 M^3 Capacity)	1	26/40	1	40/135	1. Opening/ closing of the ROVs connected with the Hydrogen bullets.
					2. Receiving of Hydrogen from ECU on continuous basis and shift reliever pattern.
					3. Starting/ stopping of the Hydrogen compressors for supplying H2 to LLDPE/HDPE/PPU on continuous basis.
					4. Maintaining of the field log book; compressor parameters (oil level, seal oil level, bearing/gearbox temp / cooling water supply pressure etc.) & sphere parameters viz. temp, pressure.
					5. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs.
					6. Checking of healthiness of the security system (fire water system in the sphere area)
					7. De-commissioning activities of the bullets during statutory inspection or other reason.
					8. Checking of the LPDs of various lines connected with the bullets going up to the plants viz. LLDP/HDPE/ECU as and when required.
					9. Upkeep of the compressor house and bullet area.
					10. Stay present at the locations where permits (hot/cold/work at height) has been issued.
					11. Taking care of flare associated lines to Sphere.
					12. Usage of security system in case of emergency.
					13. Assisting maintenance group for handing over machines for maintenance activity. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.

K. Naphtha Receipt, Storage & transfer System:

Nos. of Tank (Floating Roof Type)	CBD Tank	Naphtha transfer to ECU Pumps		CBD Pumps		Activities
		Nos.	Capacity	Nos.	Capacity	
3 (5000 M ³ Capacity)	1 (20 M ³ Capacity)	2	48 M ³ /Hr	2	10 m ³ /hr	1. Operation of MOVs installed at Pump Suction header, receipt header, minimum recirculation line etc.
						2. Recirculation of the tank material for sampling by Laboratory. It involves starting/stopping of the pumps. Assisting to lab people for Safe collection of sample of RPG.
						3. Transfer of Naphtha to ECU by the starting transfer pumps.
						4. Receiving of Naphtha from Railway Gantry.
						5. Assisting to the maintenance Dept. for dismantle and assemble of the PSVs & TSVs with the system.
						6. Maintaining of the field log book; pump parameters (oil level, seal oil level, bearing/gearbox temp /Seal coolant level/ cooling water supply pressure etc.) & sphere parameters (Level, temp, pressure etc.) are to be maintained in the log book.
						7. Checking of healthiness of the security system (fire water system in the sphere area)
						8. De-commissioning activities of the Tanks during statutory inspection or other reason.
						9. Checking of the LPDs of various lines connected with the Tanks going up to ECU as and when required.
						10. Upkeep of the pump house and sphere area.
						11. Stay present at the locations where permits (hot/cold/work at height) has been issued.
						12. Usage of security system in case of emergency.
						13. Assisting maintenance group for handing over machines for maintenance activity. Proper depressurization and isolation of the machine is required. After maintenance machine is to be taken in line for operation.
						14. Checking of the tank area for any leakage.
						15. Stating of the CBD pumps.
						16. Changeover of the tanks for receipt and transfer to ECU.

L. Flare System:

Nos. of Flare	Type of Flare	Stack height	Stack Dia.	Activities
1	Elevated vertical self-supported (steam assisted)	100 M	50 inches	1. Physical monitoring of the flare flame viz. length of the flame, smoke condition of the flame etc.

				2. Checking of service water overflowing from water seal in the flare stack.
				3. Lighting up of the flare
				4. Checking up of fuel pressure, air pressure in the pilot burner.
				5. Making smokeless flame by charging steam
				6. Draining of molecular seal
				7. Checking of Flame Front Generator Panel (FFG).
				8. Condensate handling for the steam lines
				9. Checking of level of the Flare KOD, Fuels gas KOD at flare stack area.
				10. Checking of Status of Pilot burners at filed.
				11. Regularly checking gas leakage etc. flare stack area.
				12. Starting stopping of Flare KOD Pumps.

M. Raw water intake well System at Burhidhing River Side :

Name of pump	Nos. of Pump	Capacity	Rating of pump	Activities
Raw water Intake pump	3	600 (m ³ /hr)	150 kW	1. Timely Checking of pump parameters (oil level, bearing condition, leakage, etc.) before start up.
Desludging Pumps	2	150 (m ³ /hr)	30 kW	2. Check- Bearing Cooling water inlet hoses are properly connected and in good condition.
LT Pumps	2	200 (m ³ /hr)	30 W	3. Check oil level in the bearing housing before starting the pump.
Note: 1. The contractor will depute adequate manpower for operation of Raw water intake pumps (HT/LT pumps) on 03 shift basis (round the clock) as per instruction of EIC. 2. The operation of intake well pumps will be as per the procedure certified by EIC. 4. The operation of De-sludging pumps are not regular in nature and to be carried out only after getting clear instruction from EIC / representative of EIC.				

N. Miscellaneous Activities:

1. Checking & proper lining up of the OWS pits. Up-keep of the OWS pit area.
2. Maintaining of pit covers
3. Checking thoroughness of the OWS Pits
4. Starting/stopping of the OWS pit pumps.
5. Starting/stopping of drinking water of pumps.

O. Duration of contract

- The duration of contract shall be for a period of twenty four months.

P. Experience/ Qualification

In order to ensure that the services are performed efficiently and effectively, it is expected that the contractor should deploy adequate number of skilled, qualified and experienced operational assistants having minimum qualifications of B.Sc. / Diploma in Chemical Engineering having at

least 1Years experience in Process Plants. Documentary proof shall be provided before engagement of the engineers for the said job including copy of Degree/Diploma & necessary experience certificates.

PART B :Scope of Work for Loading & unloading of liquid Hydrocarbons at Offsite of BCPL, Lepetkata Project site & Unlading of Naphtha at Railway Siding

Q. Naphtha Unloading

Naphtha unloading Pump			Naphtha unloading CBD Pump		De-watering pump	Activities
Nos.	Capacity m ³ /hr	Power Rating	Nos.	Capacity m ³ /hr	Nos.	
4 (3+1)	400	37	2	10	4	15. From placement of the rake to Departure of the rake shall be monitored by the contractor.
Note: - A Rake consist of maximum 50 Nos. of BTPN wagons. Rail unloading operation is a time bound job, to be completed within the specified period of 8 hours. In case of imposition of demurrage by Railways due to longer time taken in unloading for the reasons solely attributable to the contractor, the amount so payable to Railways will be recovered from the contractor's bill. - The tentative numbers of the rake to be unloaded in a month is 5. - All the tools tackles used during unloading will be non-sparking and will be supplied by the contractor. - Starting & stopping of Naphtha unloading pump, Naphtha unloading pump, de-						16. Registration of the rakes, on arrival of the rake at gantry, contractor shall record tank wagon nos. of the Rake in a register as per prescribe form and hand over the same of gantry Officer within 30 mints. from placement of the Rake.
						17. Assistance in manual gauging of tank dips and collecting product samples from tanks/pipe lines/ pump house as and when required.
						18. Removal of the blinds from all unloading points with 24/27D & ring spanner and connected it with flexible hoses (already kept at position) with 4" 150 gaskets, nut bolts and electrical jumpers are to be provided by BCPL.
						19. Opening of the top manholes either with 24/27D & ring spanners or adjustable range and taking the dip of Naphtha in each wagon by dip stick and it is to be noted in the register. Dip stick & accessories shall be provided by the vendor.

watering pump & Submersible Borewell Pumps shall be under the scope of contractor.	20. Open the top and bottom valves of the unloading points of the wagons where hoses are already connected. If there is no leakage, open the isolation valves on the fixed unloading arms.
	7. Once 50% unloading connections are lined up to the pump suction common header, start the pump after checking its suction head, lube oil level, seal pot liquid level etc.
	8. Line up unloading activity from all wagons after lining up of every point as discussed above and ensure of unloading intermittently by dip checking from top manhole.
	9. Continuous monitoring of pump parameters is required so that cavitation is not happened. When the pumps are losing their suction head, stop the pump immediately and close its discharge valve.
	10. Continuous observation /monitoring of leakage in wagons, gantry equipment's during unloading is to be done.
	11. After confirming by the dip stick that the wagon has been completely emptied out isolation of top valve and bottom valve of wagon and manual isolation valve of unloading arm is to be carried out.
	1. After disconnection of flexible hoses, blinding of unloading points with gaskets and boxing up of top manholes. Flexible hoses are to be placed on platform properly.
	12. Flexible hoses are to be placed on platform properly. Gaskets, hoses, nut, bolts etc. to be returned to BCPL.

Unloading of Butene-1:

1. Subsequent upon reporting of the tankers at Gantry area & after getting clearance from C&P, CISF, F&S & indenter, shall be paced in the unloading bay in such a way that unloading arms can be connected easily and Wooden logs are to be placed to avoid tanker movement.
2. Noting of the seal nos. in a registrar and remove of the same one by one from bottom unloading nozzle of the tanker. Note down initial level, initial pressure & temperature of the tanker. Final pressure is also to be noted down.
3. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
4. Removing of the blinds from all unloading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.
5. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
6. Inform UCR to open ROVs & isolation valves of vapour balance & rundown line of the Sphere in which material will be unloaded. This job will be carried out by UCR with help of the BCPL person/operation assistance team.
7. Ensure opening of suction & discharge of the Butene-1 compressor (147-KA-01 A/B). Start AOP, jacket cooling water pump. Before starting jacket cooling water pump ensure proper level is found in the pot and lube oil level in the compressor L.O. system.
8. To unload liquid Butene-1 from tanker, unloading compressor shall take suction from the sphere and compressor discharge shall be routed to the tanker. Line up vapour line as: Tanker's vapour nozzle > vapour bay arm > Four way valve > Compressor (147-KA-01 A/B) discharge > Compressor > Compressor suction > Four way valve > vapour balance line > ROV > Sphere.
9. Open liquid line nozzle of the tanker as: Liquid butene-1 from tanker nozzle > Butene-1 receipt header> Sphere butene-1 inlet header > Sphere.
10. Sphere parameter will be maintained and monitoring by the BCPL employees/contract operation assistance team.
11. Once all the liquid is transferred to Sphere showing 0% level in tanker, put the tanker in the suction of compressor by changing position of the 4-way valves for recovery of vapour. After recovery of vapour compressor to be stopped.
12. Operator will maintain log book for the Butene-1 compressor, cooling water & lube oil pump process and machine parameters on hourly basis.
13. Close valves & MOVs at gantry, evacuated arms and put blind at ends.

Pentane Unloading:

1. Subsequent upon reporting of the tankers at Gantry area & after getting clearance from C&P, CISF, F&S & indenter, shall be paced in the unloading bay in such a way that unloading arms can be connected easily and Wooden logs are to be placed to avoid tanker movement.
2. Noting of the seal nos. in a registrar and remove of the same one by one from bottom unloading nozzle of the tanker. Note down initial level, initial pressure & temperature of the tanker. Gross weight & martial quantity and final pressure of the tanker is also to be noted down.

3. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
4. Removing of the blinds from all unloading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.
5. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
6. Inform UCR to open ROVs & isolation valves of run down line of the bullet in which material will be unloaded. This job will be carried out by UCR with help of the BCPL person/operation assistance team.
7. Check oil level in oil cup, coolant level, properly lining up of the seal cooling system with Pentane unloading pump (147-PA-15 A/B).
8. Connect hose between tanker unloading nozzle & suction of the unloading pump. Line up shall as: Tanker > Pentane unloading hose > Pump suction line > Pump discharge line > Common discharge header > Bullet fill line > Pentane bullet.
9. Connect Nitrogen fixable hose at tanker but not open immediately.
10. Start unloading pump if the suction pressure of the pump is around 0.3 kg/cm²(g). If the suction pressure is not reached desired level open Nitrogen line for pressurization of the tanker.
11. Once all the liquid pentane from the tanker is evacuated and level in tanker becomes zero, pump shall be stopped.
12. Close all the valves at gantry, evacuated the arms and put blind at the end.

Butane Unloading:

1. Subsequent upon reporting of the tankers at unloading point & after getting clearance from C&P, CISF, F&S & indenter, shall be paced in such a way that unloading arms can be connected easily and Wooden logs are to be placed to avoid tanker movement.
2. Noting of the seal nos. in a registrar and remove of the same one by one from bottom unloading nozzle the tanker. Note down initial level, initial pressure & temperature of the tanker. Gross weight & loaded martial quantity and final pressure of the tankers is also to be noted down.
3. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
4. Removing of the blinds from all unloading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.
5. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
6. Inform UCR to open ROVs & isolation valves of run down line of the bullet in which material will be unloaded. This job will be carried out by UCR with help of the BCPL person/operation assistance team.
7. Butane-1 is first unloaded in the C4-C5 Mix Sphere from road tanker using C4-C5 reprocessing pumps (143-PA-10 A/B). Check oil level in oil cup, coolant level & properly lining up of the seal cooling system connected with the pump that is used for unlading purpose.
8. Connect hose between tanker unloading nozzle & suction of the pump (143-PA-10 A/B). Line up shall as: Tanker > unloading hose > line (3'-P-143-7423-B1A)> Pump min. flow header > Sphere inlet line > Sphere.
9. Connect Nitrogen fixable hose at tanker but not open immediately.
10. Open tanker nozzle very slowly, start filling up minimum flow header line and build up pressure in the line.
11. Start pump& if the suction pressure is not reached desired level open Nitrogen line for pressurization of the tanker.
12. Once all the liquid Butane from the tanker is evacuated and level in tanker becomes zero, pump shall be stopped.
13. Close all the valves at pump hose and put blind at the end.

Propylene Unloading:

1. Subsequent upon reporting of the tankers at Gantry area & after getting clearance from C&P, CISF, F&S & indenter, shall be paced in the unloading bay in such a way that unloading arms can be connected easily and Wooden logs are to be placed to avoid tanker movement.
2. Noting of the seal nos. in a registrar and remove of the same one by one from bottom unloading nozzle of the tanker. Note down initial level, initial pressure & temperature of the tanker. Final pressure is also to be noted down.
3. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
4. Removing of the blinds from all unloading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.

5. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
6. Inform UCR to open ROVs & isolation valves of vapour balance & rundown line of the Sphere in which material will be unloaded. This job will be carried out by UCR with help of the BCPL person/operation assistance team.
7. Ensure opening of suction & discharge of the Propylene compressor (147-KA-02). Start AOP, jacket cooling water pump. Before starting jacket cooling water pump ensure proper level is found in the pot and lube oil level in the compressor L.O. system.
8. To unload liquid Propylene from tanker, unloading compressor shall take suction from the sphere and compressor discharge shall be routed to the tanker. Line up vapour line as: Tanker's vapour nozzle > vapour bay arm > Four way valve > Compressor (147-KA-02) discharge > Compressor > Compressor suction > Four way valve > vapour balance line > ROV > Off-spec Sphere.
9. Open liquid line nozzle of the tanker as: Liquid Propylene from tanker nozzle > Propylene receipt header > off- spec Propylene inlet header > Off-Spec Sphere.
10. Sphere parameter will be maintained and monitoring by the BCPL employees/contract operation assistance team at Propylene sphere area.
11. Once all the liquid is transferred to Sphere showing 0% level in tanker, put the tanker in the suction of compressor by changing position of the 4-way valves for recovery of vapour. After recovery of vapour compressor to be stopped.
12. Operator will maintain log book for the Propylene compressor, cooling water & lube oil pump process and machine parameters on hourly basis.
13. Close valves & MOVs at gantry, evacuated arms and put blind at ends.

Loading of Propylene:

1. Subsequent upon reporting of the tankers at Gantry area & after getting clearance from C&P, CISE, F&S & indenter, shall be paced in the loading bay in such a way that loading arms can be connected easily and Wooden logs are to be placed to avoid tanker movement.
2. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
3. Removing of the blinds from all loading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.
4. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
5. Open MOV on the loading line at gantry. Open ROV & isolation valves pump suction line at Sphere area in consultation with UCR.
6. Lining up (opening of suction & discharge valve) of pump (143-PA-19) with an on-spec sphere.
7. Checking of lube oil, cooling water pressure, seal coolant level and its proper circulation inside seal. It will be one by the people working at Propylene sphere area.
8. Loading operator at gantry will communicate the person working at sphere area for starting of the Propylene loading pump. Pressure & flow is to be regulated by using the minimum recirculation valve.
9. Once the filling up of the tanker is completed, stop the loading pump at Sphere area.

10. Once the tanker loading is completed, dismantle the fixable hoses, close MOVs, loading nozzles are to be blinded with proper gasket, put seal and has to record the seal numbers. Preparation of invoice has also to be done.

Loading of PFO:

1. Subsequent upon reporting of the tankers at Gantry area & after getting clearance from C&P, CISF, F&S & indenter, shall be paced in the loading bay in such a way that loading arms can be connected easily and wooden logs are to be placed to avoid tanker movement.
2. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
3. Removing of the blinds from all loading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.
4. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
5. Open MOV on the loading line at gantry. Open MOVs & isolation valves on pump suction line at tank area.
6. Checking of lube oil, cooling water pressure, seal coolant level and its proper circulation inside seal. It will be one by the people working at PFO tank area.
7. Opening of suction & discharge valve of the loading pump (144-PA-14 A/B).
8. Loading operator at gantry will communicate the person working at PFO tank area for starting of the PFO loading pump. Pressure & flow is to be regulated by using the minimum recirculation valve.
9. Once the filling up of the tanker is completed, stop the loading pump at PFO tank area.
10. Once the tanker loading is completed, dismantle the fixable hoses, close MOVs, loading nozzles are to be blinded with proper gasket, put seal and has to record the seal numbers. Preparation of invoice has also to be done.

Loading of HPG:

1. Subsequent upon reporting of the tankers at Gantry after getting clearance from C&P, CISF, F&S shall be paced in the loading bay in such a way that loading arms can be connected easily and Wooden logs are to be placed to avoid tanker movement.
2. Earthing strips of loading bays are to be connected with tanker body at appropriate position for safety precaution. The earthing connectivity is to be checked physically by loading operator.
3. Removing of the blinds from all loading points of the tanker using non-sparking tools and connecting it with flexible hoses (already kept at position) with properly rated gaskets & nut bolts. Electrical jumpers provided by BCPL to be fixed at the flange joints.
4. It is to be ensured by the loading operator that there is no hydrocarbon leakage from connections before starting the loading.
5. Open MOV on the loading line at gantry. Open MOVs & isolation valves of pump suction line at tank area.
6. Checking of lube oil, cooling water pressure, seal coolant level and its proper circulation inside seal. It will be one by the people working at HPG tank area.
7. Open of suction & discharge valve of pump (144-PA-12 A/B) at HPG tank area.
8. Loading operator at gantry will communicate the person working at HPG tank area for starting of the HPG loading pump. Pressure & flow is to be regulated by using the minimum recirculation valve.

9. Once the filling up of the tanker is completed, stop the pump.
10. Once the tanker loading is completed, dismantle the fixable hoses, close MOVs, loading nozzles are to be blinded with proper gasket, put seal and has to record the seal numbers. Preparation of invoice has also to be done.

Annexure-A

A. Propylene Sphere & transfer system:

Nos. Spheres		Storage Capacity of Spheres (m ³)		Nos. of pumps			Pump Capacity (m ³ /hr)			Unloading Comp	Unloading bays in gantry
On-Spec	Off-Spec	On-Spec	Off-Spec	On-Spec	Off-Spec	Loading	On-Spec	Off-Spec	Loading	Nos.	Nos.
3	1	650	650	2	2	1	20	6	11	1	1

B. C2+ Liquid Sphere & transfer system

Nos. of Spheres	Storage Capacity of Spheres (m ³)	Nos. of Pumps	Pump Capacity (m ³ /hr)
6	1900	3	40

C. Ethylene Sphere & transfer system

Nos. Spheres		Storage Capacity of Spheres (m ³)		Nos. of pumps		Pump Capacity (m ³ /hr)
On-Spec	Off-Spec	On-Spec	Off-Spec	On-Spec	Off-Spec	On-Spec
4	1	1900	925	2	-	80

D. Pentane Unloading, Storage & transfer system

No. of Bullet	Storage capacity (m ³)	C5 Pumps			
		Transfer pumps		Unloading pumps	
		Nos.	Capacity (m ³ /hr)	Nos.	Capacity (m ³ /hr)
1	90	2	10	2	27.5

E. Butene-1 Sphere & transfer system

Nos. of Spheres	Storage capacity (m ³)	Nos. of Transfer pumps	Capacity of Pump	Nos. of unloading comp	Nos. of bays in gantry
5	475	2	7M63/hr	2	1

F. C4/C5 Mix/Butane Unloading, Storage and Transfer system

Spheres Nos.	Storage Capacity (m ³)	Nos. of transfer pump	Capacity of Pump (m ³ /hr)	Note: Facility of unloading of Butane is available near sphere area by using Nitrogen Pressure.
1	475	2	11	

G. Naphtha Receipt, Storage & transfer system

Nos. of Tank (Floating Roof Type)	CBD Tank	Naphtha transfer to ECU Pumps		CBD Pumps	
		Nos.	Capacity	Nos.	Capacity
3 (5000 M ³)	1 (20 M ³ Capacity)	2	48 M ³ /Hr	2	10 m ³ /hr

H. Naphtha Unloading System at Railway siding & transfer system

Naphtha unloading Pump			Naphtha unloading CBD Pump		De-watering pump		
Nos.	Capacity (m ³ /hr)	Power Rating (kW)	Nos.	Capacity (m ³ /hr)	Nos.		
4 (3+1)	360	37	2	10	4		

I. Raw Pyrolysis Gasoline (RPG) Storage & transportation System:

Nos. of Tank (Floating Roof Type)	RPG Transfer Pumps	
	Nos.	Capacity
1 (1000 M ³)	2	5 M ³ /Hr

J. Hydrogenated Pyrolysis Gasoline (HPG) Storage & transfer and vapour Recovery System:

Nos. of Tank (Floating Roof Type)	HPG Loading Pumps	
	Nos.	Capacity
1 (2000 M ³)	2	80 M ³ /Hr

K. PFO, Loading, Storage & transfer System:

Nos. of Tank (Floating Roof Type)	PFO Loading Pumps	
	Nos.	Capacity
2 (350 M ³)	2	48 M ³ /Hr

L. Hydrogen Storage & transfer System:

Nos. of Bullets	Hydrogen Compressor			
	MP Compressor		HP Compressor	
	No.	Suction/Disc. Press(kg/cm ²)	No.	Suction/Disc. Press(kg/cm ²)
2 (148 M ³ Capacity)	1	26/40	1	40/135

M. Flare System:

Nos. of Flare Stack	Type of Flare	Stack height	Stack diameter
1	Elevated vertical self-supported (steam assisted)	100 M	50 inches

SCHEDULE OF RATE (SOR)

SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN OFFSITE STORAGES AT BCPL LEPETKATA COMPLEX & PUMPING OF RAW WATER BY INTAKE WELL PUMPS AT BUHRIDINGHI RIVER SIDE, LOADING & UNLOADING OF LIQUID HYDROCARBONS AT OFFSITE OF BCPL LEPETKATA PROJCT SITE & UNLOADING OF NAPHTHA AT RAILWAY SIDING GANTRY

Preamble to SOR:

1. Quoted rates should be as per Scope of Work.
2. Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
3. Rates should be quoted including all taxes & duties except Service tax.
4. Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC. Present applicable rate is 14.5%.
5. Bidders must quote for both the parts and evaluation shall be done on overall lowest basis.

PART – I : UNPRICED BID

Schedule of Rate (SoR)

A. Service for operational assistance at Offsite Storage area & pumping of Raw Water from Burhidihing river side

Based on the round the clock operation the bidder should quote the rate on Lump-Sum basis:

Item Description	Qty	Lump-Sum rate per month (in Rs)		Total Amount for 24 months (in Rs)
		In figures	In words	
Operation in Offsite storage area & Pumping of Raw Water at Buridihing river side	24	Do Not Quote	Do Not Quote	Do Not Quote
Total (in Rs) :A				Do Not Quote

The above rates are inclusive of all taxes and duties except service tax.

Quote Service Tax %:

B. Loading and Unloading of liquid hydrocarbon at Offsite Storage area of BCPL, Lepetkata Complex & unloading of Naphtha at BCPL's Railway Siding

SL No	Job Description	Unit	Qty. (in 2 years)	Rate (Rs./MT)		Total Amount (Rs.)
				In fig	In words	
1	Unloading of Naphtha	MT	2,56,000	Do Not Quote	Do Not Quote	Do Not Quote
2	Unloading of imported Propylene	MT	4,000	Do Not Quote	Do Not Quote	Do Not Quote
3	Unloading of Pentane	MT	278	Do Not Quote	Do Not Quote	Do Not Quote
4	Unloading of Butene-1	MT	14,240	Do Not Quote	Do Not Quote	Do Not Quote
5	Loading of Propylene	MT	4,800	Do Not Quote	Do Not Quote	Do Not Quote
6	Loading of PFO	MT	15,840	Do Not Quote	Do Not Quote	Do Not Quote
7	Loading of HPG	MT	68,429	Do Not Quote	Do Not Quote	Do Not Quote
8	Unloading of Butane	MT	100**	Do Not Quote	Do Not Quote	Do Not Quote
Total (B)						Do Not Quote

** Onetime requirement during start up. However, whenever Butane tanker will come to be unloaded.

GRAND TOTAL (TOTAL (A)+TOTAL (B))= Do Not Quote

**The above rates are inclusive of all taxes and duties except service tax.
Quote Service Tax %:**

PART – II : PRICED BID

Schedule of Rate (SoR)

C. Service for operational assistance at Offsite Storage area & pumping of Raw Water from Burhidihing river side

Based on the round the clock operation the bidder should quote the rate on Lump-Sum basis:

Item Description	Qty	Lump-Sum rate per month (in Rs)		Total Amount for 24 months (in Rs)
		In figures	In words	
Operation in Offsite storage area & Pumping of Raw Water at Buridihing river side	24			
Total (in Rs) :A				

The above rates are inclusive of all taxes and duties except service tax.

Quote Service Tax %:

D. Loading and Unloading of liquid hydrocarbon at Offsite Storage area of BCPL, Lepetkata Complex & unloading of Naphtha at BCPL's Railway Siding

SL No	Job Description	Unit	Qty. (in 2 years)	Rate (Rs./MT)		Total Amount (Rs.)
				In fig	In words	
1	Unloading of Naphtha	MT	2,56,000			
2	Unloading of imported Propylene	MT	4,000			
3	Unloading of Pentane	MT	278			
4	Unloading of Butene-1	MT	14,240			
5	Loading of Propylene	MT	4,800			
6	Loading of PFO	MT	15,840			
7	Loading of HPG	MT	68,429			
8	Unloading of Butane	MT	100**			
Total (B)						

** Onetime requirement during start up. However, whenever Butane tanker will come to be unloaded.

GRAND TOTAL(TOTAL (A)+TOTAL (B))=

The above rates are inclusive of all taxes and duties except service tax.

Quote Service Tax %: