



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150280/MB
Date: 04.05.2016

To,

BID DOCUMENT FOR HIRING OF NDT SERVICES (RADIOGRAPHIC INSPECTION AND HEAT TREATMENT/STRESS RELIEVING JOB) FOR ECU OF BCPL, LEPETKATA

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
Contract & Procurement Department
M/s. Brahma Putra Cracker & Polymer Ltd.
"Administrative Building", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914635

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

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

Project Execution office: 3rd Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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Section IA**Request For Quotation (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards Hiring of NDT services (Radiographic inspection and heat treatment/stress relieving job) for ECU unit of BCPL, Lepetkata for a period of 01 year for BCPL, as detailed below in complete accordance with enclosed tender document:

1) Salient features of bid document:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs. 19,500/- (Rupees One Nine Five Zero Zero only)
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20150280/MB
1.2.4	Period of Contract	Period of Contract as per Special Conditions of Contract (SCC) Part-B.
1.2.5	Pre-Bid Meeting	16.05.2016 at 15.00 hrs. (if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)
1.2.6	Last date and time for Submission of bid	24.05.2016 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	24.05.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days).
1.2.8	Place of submission of bid	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Security Deposit/CPBG	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value excluding taxes & duties (valid up to 3 months beyond Contract Period) in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance. There is no exemption Security Deposit to Micro and Small Enterprises (MSE) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.
1.2.11	Contact Person	Manosh J Borah, SO (C&P) E-mail: manosh.borah@bcplindia.co.in Ph. No. +91-373-2914635

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal, bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document (Tender Fee) 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.

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

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

The un-priced bid must be complete with all technical and commercial details other than rate UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

Earnest Money Deposit as specified.

EARNEST MONEY DEPOSIT: Rs. 19,500/-

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque or Bank Guarantee in the attached format drawn / issued by any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam.

EXEMPTION FROM BID DOCUMENT FEE AND EMD/BID SECURITY: Public Sector Undertaking (PSUs) are exempted from submission of BID DOCUMENT FEE & EMD/BID SECURITY. Subject to exemption permissible as above, offers without BID DOCUMENT FEE & EMD/BID SECURITY will not be considered and will be summarily rejected.

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

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

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

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

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date. Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

BIDDERS ELIGIBILITY / EVALUATION CRITERIA:

2.2.1 TECHNICAL CRITERIA:

- a) The bidder should be a reputed Inspection Agency.
- b) The bidder should have experience in service of similar quoted items in previous 07 years to any department under central/state Govt of India/Indian PSU/Govt. Organization/Private Limited company/public limited company with value having minimum order value of Rs.4.88 Lacs (Inclusive of taxes and duties).The bidder must have to submit copy of Purchase/work/service order placed on them and its proof of completion of order viz inspection note, payment of bill, execution certificate etc along with their offer.

The completion certificate / client certificate in respect of Work/Service order submitted in support of BEC must clearly indicate the following:

- Full Name & Address of Client.
- Reference to relevant work/service order,
- Actual value of executed work, and
- Stipulated date of start and date of actual completion.
- A certificate from the client stating that the work has been completed satisfactorily

Bidders to note that a job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for subsidiary/ fellow subsidiary/ holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by statutory auditor of the bidder towards 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.

DOCUMENTATION

- ***The bidder shall submit documentary evidence in support of meeting the BEC. All supporting documents submitted by bidder as evidence of meeting technical BEC shall be duly attested by gazetted officer or notarized by notary public with legible stamp.*** In absence of requisite documents including certified copies wherever asked for, BCPL reserves the right to consider the bid as non-responsive and shall be liable for rejection.
- However, the bids of Joint venture / consortium are not acceptable.
- Experience acquired by a bidder as a sub-contractor shall not be considered as experience towards meeting BEC criteria.

EVALUATION METHODOLOGY:-

- i. The evaluation shall be done on overall basis.
- ii. In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2014-15 or as applicable.
- iii. In case bidder quotes for only one part of the SOR, than his offer will not be considered for evaluation.

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

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), and other documents as mentioned in BEC.
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Attested copy of P. F. certificate.
- Attested copy of sales tax registration certificate
- 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.

If a bidder furnishes foreign Work Order for compliance of BEC, date of Work Order shall be considered for exchange rate and the bidder shall provide the value in INR accordingly.

An undertaking (by the bidders who quotes by down loading the tender from web site) 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.

2) TECHNICAL SPECIFICATION :

Refer SPECIAL CONDITION OF CONTRACT –SECTION III of tender document.

3) SERVICE TAX: -

Refer Preamble to SOR.

4) PRICE PREFERENCE- Not Applicable for this tender

5) PUBLIC PROCUREMENT POLICY (PPP), 2012-

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a

situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.

- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

Purchase Preferences shall be allowed as per Government Guidelines in Vogue and PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender (being works contract tender).

6) PRE-BID MEETING:

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

7) PRICE BASIS:

FOT site basis.

Site: BCPL-Lepetkata, Dibrugarh, Assam.

8) CONTRACT SCHEDULE:

As per SCC part – B

9) VALIDITY PERIOD OF OFFER:

As per SCC part - B

10) VAT / CST No:

Bidder need to indicate valid sales tax registration no. in the quotation.

11) SECURITY DEPOSIT:

Security Deposit Value	Description	BG Start Date	BG Validity
7.5 % of total order value (excluding taxes and duties)	HIRING OF NDT SERVICES (RADIOGRAPHIC INSPECTION AND HEAT TREATMENT/STRESS RELIEVING JOB) FOR ECU OF BCPL, LEPETKATA	Starting of contract	90 days beyond contract period

Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 90 days beyond contract period. **(To be read in conjunction with GCC- Clause No. 24)**

Micro and Small Enterprise is not exempted from submission of Security Deposit.

12) FIXED PRICE:

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

13) OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

14) ORDER OF PRECEDENCE:

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

- i) Preamble to SOR and Schedule of Rates (SOR)
- ii) RFQ Covering Letter
- iii) Instruction to Bidders
- iv) Special conditions of contracts (Part B)
- v) Special conditions of contracts (Part A)
- vi) General Conditions of Contract

15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-11 "Acknowledgement Cum Consent Letter" attached in the tender

alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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

GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

Consignee Address:

Contract & Procurement Department

BCPL Store Section, Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006

Tel-0373-2914635

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

Yours' faithfully,

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

Manosh J Borah

Sr. Officer (Contracts & Procurement)

E-Mail: manosh.borah@bcplindia.co.in

Ph no: 0373-2914635

SCHEDULE OF RATES (UNPRICED PART-A)
BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150280/MB

BIDDER MUST MENTION AS “QUOTED “IN UN-PRICED BID

Schedule of rates

Sl No	Item Description	Unit	Qty	Unit Rate Rs.	Total Amount Rs.
1	HEAT TREATMENT: Heat Treatment of shop Fabricated, for already installed piping/Static Equipment etc. for joints or other operations where ever required. Heating to be carried out in a furnace or by using an electric resistance or introduction heating equipment ensuring uniform temperature attainment at all points of the portion being heat-treated The portion under heat treatment shall be wrapped suitably under insulation to avoid any harmful temperature gradient. The temperature thus attained in the portion under heat treatment shall be recorded by means of thermocouples; pyrometer and an automatic temperature recorders suitably calibrated should be employed. The calibration chart of each recorder along with hardness test results shall be submitted to the Engineer-in-charge for approval. The details of heat treatment such as heating rate, soaking temperature pause period and cooling rate etc to be carried out as per relevant standard/code as instructed by the Engineer-in-charge	-----	-----	-----	-----
a.	For Pipes	Inch-Dia	210	Quoted / Not quoted	Quoted / Not quoted
b.	For Vessels/Tanks	Inch-Dia	40	Quoted / Not quoted	Quoted / Not quoted
c.	Hiring Charges of the Heat Treatment Unit per day at site	Days	60	Quoted / Not quoted	Quoted / Not quoted
2	RADIOGRAPHY OF PIPING WORKS: Performance of radiographic inspection on all type & sizing of piping/pipe fittings in position at all heights inclusive of providing sources, film, chemicals & all necessary equipment's,consumables etc complete in all respects as per Specification & Instruction of the Engineer-in-charge.	-----	-----	-----	-----
a	For Pipes	Inch-Dia	500	Quoted / Not quoted	Quoted / Not quoted

Sl No	Item Description	Unit	Qty	Unit Rate Rs.	Total Amount Rs.
b	For Vessels/Tanks	Inch-Dia	40	Quoted / Not quoted	Quoted / Not quoted
c	Hiring Charges of the Radiography Unit per Day at site	Days	60	Quoted / Not quoted	Quoted / Not quoted
3	Mobilization and demobilization of all the resources for radiography and heat treatment which includes skilled & unskilled manpower, Isotope, Radiography Camera, Pyrometer ,Temp Recorder, Heating Coil, Insulation Materials etc	Each Time	15	Quoted / Not quoted	Quoted / Not quoted
Sub Total(Rs.)					-----
Service Tax Including SB Cess@..... %(Rs.)					-----
Grand Total (Incl. Service Tax) (Rs.)					-----

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150280/MB**HIRING OF NDT SERVICES (RADIOGRAPHIC INSPECTION AND HEAT TREATMENT/STRESS RELIEVING JOB) FOR ECU OF BCPL, LEPETKATA****Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 24.05.2016**Date and time for opening of bids:** 15.00 hrs (IST) on 24.05.2016**From:****To:**

	CONTRACT & PROCUREMENT DEPTT. M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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HIRING OF NDT SERVICES (RADIOGRAPHIC INSPECTION AND HEAT TREATMENT/STRESS RELIEVING JOB) FOR ECU OF BCPL, LEPETKATA

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

CUT-OUT SLIP

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

INSTRUCTIONS TO BIDDERS

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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 III, 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, BCPL or black listed by any Government Department /Public Sector.

3. Bid Evaluation Criteria

As mentioned in page 05 of tender document.

4. One Bid per participates

4.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participate in more than one bid will cause all the proposals in which the bidder has Bidder participated to be disqualified.

5. Cost of Bidding

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

6. Site Visit

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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

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

7. Service Tax

Please Refer Clause No 4 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit: Not Applicable

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for quotation (RFQ) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written

copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

II. I. The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH.

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

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

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

iii) Agreed Terms & Conditions duly filled-in at F-13.

iv) Organization details:

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

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

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

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

15.1 Bids shall be kept valid for 4 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- I6.7

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

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

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

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

16.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Fax of Intent (FOI) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the **Format F7of SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

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 EMD / Bid Bond

19.2.15 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 A - Techno-commercial/ unpriced Bid,

Part B - Priced Bid

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

22.3 Part 'B' 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 'A', PART 'B' 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 Unprice Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. Contacting the Employer

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

28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

29. Examination of bids and Determination of Responsiveness

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

- (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

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

- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- 30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- 30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

36.1 Subject to Clause 29, BCPL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis.

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

37.1 BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL'S action.

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the Profoma given in Instruction to Bidder (ITB) F-16 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

10 % of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI by . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24).

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.

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 funds 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 PERFORMACE

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	0 Marks
	- Moderate nature	5 Marks
	- Low severe nature	10-25
marks		
iii. Number of deviation	1. No. of deviation	5 marks
	2. No. of deviation < 2	2 marks
	3. No. of deviation > 2	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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above:

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Whether Supplier /
 Manufacturer _____

Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____(Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

BID FORM F2

**To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914635**

Dear Sir,

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

We confirm that this bid is valid for a period of Four (04) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by anytime before the expiration of that period.

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

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

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

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

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

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

BIDDER'S QUERIES FOR PREBID MEETING

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF
BIDDER

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

To:

Brahmaputra Cracker & Polymer Ltd.
 "Administrative Building", NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

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

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

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

Yours faithfully,

_____ Bank

By its Constituted Attorney

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

DECLARATION

To

Brahmaputra Cracker & Polymer Ltd.

“Administrative Building”, NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date :

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Sr. Officer (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

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

- B) Details of Contact person:

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

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

Reasons for non-submission of bid :

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the

respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

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

Signed and Delivered for and on
behalf of the EMPLOYER.

Signed and Delivered for and on behalf of
behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Place: _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1 . _____

2. _____

1 . _____

2 . _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.

Clauses confirmed hereunder should not be repeated in the Bid.

SN		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	YES / NO
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	YES / NO
3		Confirm that the offer shall remain valid for acceptance up to 4 (Four) months from Final Bid Due Date /Date of Opening of Bids	YES / NO
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	YES / NO
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	YES / NO
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	YES / NO
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	YES / NO
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	YES / NO
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Provide Sales Tax (VAT / CST) Registration number.	
12		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	YES / NO

13		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	YES / NO
14		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	YES / NO
15		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	YES / NO
16		Confirmed that all terms and conditions of the tender are acceptable in totality	YES / NO
17		Confirm that the prices are quoted as per clause 13.0 of ITB.	YES / NO
18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	YES / NO
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	YES / NO
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	YES / NO
22		Confirm acceptance in totality of the Terms & Conditions contained in:	YES / NO
	I	Instructions to Bidders	YES / NO
	ii	General Conditions of Contract (GCC)	YES / NO
	iii	Special Conditions of Contract (SCC)	YES / NO
	iv	Scope of Work	YES / NO
	v	All other commercial documents/attachments of Bid Document	YES / NO

23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-Z	NOT APPLICABLE
24		Confirm that bidder has understood Preamble to Schedule of Rates and Schedule of Rates (SOR) completely and bidder has quoted accordingly.	YES / NO
25		Confirm you will register under Assam before the commencement of work for WCT scheme.	YES / NO
26		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	YES / NO
27		SOR has been signed & filled up as quoted exactly in the same format of RFQ	YES / NO
28		All the SOR duly quoted have been submitted	YES / NO
29		All items of each SOR has been quoted	YES / NO

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

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

(FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE)
(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
 Brahmaputra Cracker and Polymer Limited
 Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____ dated.....
2014 for "name of
 job/supply) , M/s.....(Name of the Bank with address) confirms
 availability of line of credit to M/s.....(Name of the bidder) for at least an amount
 of Rs.....Lakh.

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

Yours truly

For.....

Authorized signatory)
 Name of the signatory
 Designation

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

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

	4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. It is understood that this tender falls under the category of PROCUREMENT OF WORKS and that MSE PREFERENCES ARE NOT ADMISSIBLE FOR THIS TENDER, AS PER PUBLIC PROCUREMENT POLICY (PPP), 2012			
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THE ASSAM VALUE ADDED TAX RULES, 2005
FORM-32 [See Rule 28(3)]
FORM OF PARTICULARS TO BE SUBMITTED BY THE CONTRACTEE

To,
 THE ASSISTANT COMMISSIONER OF TAXES
 DIBRUGARH

Sir,

Whereas I/We Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam (Name and address)

have entered into contract, with _____ (Name of the contractor).

And whereas, I/We furnish hereunder the following particulars relating to the said contract:-

1. Full name and address & Taxpayer Identification No. of the contractor (in block letters)

2. Date of the contract: _____. (LOA No. _____)

3. Total and breakup value of the contract: Total Contract Value Rs. _____
 (Break-up not mentioned in the contract)

4. Place where the contract is to be executed: _____

5. Date by which the contract is under taken to be to be completed:

6. Brief description of the works to be carried out : _____

7. Details of the goods to be supplied by the contractee as free issue and the value thereof:

I/We declare that as stated above, I/We M/s. Brahmaputra Cracker and Polymer Limited, Lepetkata (Assam)

have entered in a works contract involving transfer of property in goods (whether as goods or is some other form).

I/We further declare that to the best of my/our knowledge and belief, the information furnished above is correct, complete and is truly stated and nothing has been concealed.

Place: DIBRUGARH

Date: _____

(Signature with seal of the contractee)

SPECIAL CONDITIONS OF THE CONTRACT**SCC: Part -A****1.0 GENERAL:**

- 1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*
- 1.2 *Where any portion of the “**General Condition of Contract**” is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the “**General Conditions of Contract**” and shall to the extent of such repugnancy, or variations, prevail.*
- 1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*
- 1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per (SCC) Part-B.

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

5.0 **TERMS OF PAYMENT:**

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

6.0 **EARNEST MONEY:**

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

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

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

7.0 **INCOME TAX / SALES TAX / WORKS CONTRACT TAX:**

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

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

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

8.0 **SERVICE TAX:**

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

9.0 **SECURITY DEPOSIT:**

Security Deposit Value	Description	BG Start Date	BG Validity
7.5% of total order value (excluding taxes and duties)	HIRING OF NDT SERVICES (RADIOGRAPHIC INSPECTION AND HEAT TREATMENT/STRESS RELIEVING JOB) FOR ECU OF BCPL, LEPETKATA	Starting of contract	90 days beyond contract period

9.1 Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI. Format of Bank Guarantee towards security

deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC.

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

31.0 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.

31.5 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.

31.6 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.

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 be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 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 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 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.2 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.3 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.

39.0 METHODOLOGY OF EVALUATION

The bidder must have to quote for SOR subject to meeting of BEC, EMD and other criteria. The total prices for complete scope of services for SOR shall be on overall basis inclusive of all taxes and duties excluding Service Tax.

40.0 OTHER SPECIAL TERMS AND CONDITIONS

1. Work Contract Tax will be applicable and the bidder shall register accordingly to Assam VAT. The estimated contract value emerges in SOR would be considered as contract value towards consideration of WCT etc.
2. C- form and Road permit would be issued only on items of SOR Part A.
3. For evaluation, Cenvatable Service tax would be considered for Part B only.
4. Entire responsibility along with custody of the material at site viz. Lepetkata lies with the contractor.i.e. Storage, transit insurance and safe custody of material covered under Part A lies with contractor till complete handing over of the same.
6. Required storage space would be provided by BCPL.
7. Evaluation and comparison of bids:
 - i) The evaluation and comparison shall be made on overall basis. Cenvat credit against Service tax shall be considered for evaluation.
 - ii) Bidders are required to quote for complete scope of services in each part. If any bidder quotes for part scope/quantity against any part, their bid shall be considered incomplete and shall not be evaluated.
 - iii) In case of tie between bidders, job shall be awarded to bidder having higher turnover in Financial year 2014-15.
In case of statutory changes, the rate of ED &Cess, CST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.
Bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit.

NOTE: Price has to be quoted strictly in the price schedule format only with all desired break-up i.e.Ex-works,taxes,duties,freight etc for Indian Bidder.
The bid will be rejected in case written as actuals or to pay extra

SPECIAL CONDITIONS OF CONTRACT –PART B

&

SCOPE OF WORK

SECTION III

SPECIAL CONDITION OF CONTRACTS

JOB: ANNUAL RATE CONTRACT FOR RADIOGRAPHIC INSPECTION & HEAT TREATMENT (PRE HEATING / POST HEATING / STRESS RELIEVING JOBS) SERVICES AT BCPL, LEPETKATA, DIBRUGARH, ASSAM (BCPL, Site).

1. INTRODUCTION:

The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, Specifications, and any other documents forming part of the contract, wherever the context so requires. Annual rate contract for inspection services/ jobs are required for modification & other plant related repair & maintenance job at BCPL Site.

a>For call basis jobs :: A team consisting of qualified persons in relevant field / as per job requirement (Hear Treatment Unit and Radiography Unit shall be mobilized on call basis within 05 days of information by EIC to carry out testing / examination as and when required. After arriving at BCPL, Site the NDT person shall meet EIC and discuss the course of action and follow the mutually agreed procedure & programs.

Hear Treatment Unit / Radiography Unit shall have to be made available at site within 03 (Three) days on intimation from BCPL under normal circumstances. However, in case of urgencies the party has to mobilise within the immediate possible time.

b>The contractor shall submit the valid calibration certificate of NDT equipment's & SR recorder, certificate of radiography dosage, qualification certificate like BARC/ASME/ ISNT level II in relevant field, time to time and strictly adhere to the targets/program by deploying adequate qualified personnel, inspection tools etc. required for satisfactory timely completion of job.

c>On completion of field testing & examination, the contractor shall submit site report. One printed copies of the detailed report as per the format prescribed by EIC and one soft copy of report are to be submitted to EIC within 15 days of testing.

2. SCOPE OF WORK:

Scope of work under this contract shall in broadly include the following but not limited to,

a>Radiography of weld joints components etc. of all types of thickness and material by using different type of films as per **Annexure- X (scope of work for radiography job).**

b>Stress Relieving Jobs including pre-heating and post weld treatment for carbon steel and alloy steel and heating of pipelines for de- chocking purpose as per **Annexure- Y (scope of work for heat treatment / stress relieving job).**

3. CONTRACTOR'S SCOPE:

a>Statutory clearance and calibration related to SR unit and Radiography unit shall be in the contractor scope.

b>Contractor shall make his own arrangements for transportation of his men to respective place of work, boarding, lodging and local conveyance etc. and also bear all incidental charges. The company shall have no obligation in this respect.

c>During annual shutdown, when maximum no. of pipe lines/ welding works are likely to be available for inspection, the contractor shall deploy additional resources / equipment's, as per direction of engineer-in-charge to ensure timely completion of job.

d>Contactor will maintain a computer with printer, scanner and a data entry operator for satisfactory execution of NDT report preparation work.

4. TECHNICAL SPECIFICATION:

Contractor shall also meet technical specification as mentioned in Scope of work. (Refer Annexure X & Y).

5. SCOPE OF SUPPLY OF BCPL / RESPONSIBILITY OF CLIENT:

a>BCPL shall provide a safe location for pit room for storage of radioactive isotope on temporary basis till completion of contract period.

b>BCPL shall provide dark room for developing & interpretation of Radiography films on free of cost basis having facilities like running water, electricity, etc. in BCPL premises. However, in case same is not made available by BCPL contractor shall arrange these facilities by his own.

c> Electric Power for SR Unit on free of cost basis at the location of job as and when required.

d>Lighting / scaffolding where job requires shall be provided by BCPL.

6. CONTRACT PERIOD:

The initial period of the contract shall be One Year i.e. 12 months from date of FOA (Fax of Acceptance) / LOA (Letter of Acceptance), whichever is earlier and is further extendable by 6 months on same rates, terms and conditions. The decision of the "EIC" regarding extension of the contract shall be final and binding on the contractor.

7. MOBILIZATION PERIOD

Contractor shall be ready to mobilize and deploy teams of qualified and experienced personnel as mentioned in clause no. 1 within 15 days from the information given by BCPL/ EIC along with required inspection instruments, accessories etc. for satisfactory execution testing and certification of the Job for the first time (immediately after award of the job) & subsequently within 5 days in rest of the entire contract period for all call basis jobs.

8. TERMS OF PAYMENT:

a>Contractor is required to submit monthly running bills in triplicate to EIC by first week of every month for the jobs carried out in previous month along with copies of measurement sheets for certification and payment.

b>BCPL shall release all payments for the bills raised by contractor through e-banking after statutory deduction. Invoices will be address to BCPL and will be submitted to Engineer's-in-Charge.

c>BCPL shall be entitled to deduct income tax at source from the payment to be made to the contractor against his bills (submitted in triplicate) in accordance with the Indian Income Tax. It shall be the liability of the contractor to bear and pay at his expenses, all taxes (except service tax) license fees, excise duties or any other dues of central, state or any other local authorities.

d>Final Bill along with No Claim Certificate & No Dues Certificate shall be submitted within 30 days of completion of contract period.

e>There shall not be any additional payment for idle time on account of any reason viz., insufficient front, and delay in issue of safety work permit etc. other than as mentioned in Schedule of Rates (SOR).

9. SCHEDULE OF RATES & QUANTUM OF JOBS:

a>The quantities shown in schedule of rates are tentative in nature and for a period of one year only.

b>Payment shall be made only for the actual jobs carried out, duly certified by the EIC. BCPL does not give any guarantee regarding quantum of jobs. No compensation other than actual work done shall be entertained for any decrease or increase in quantity. The decision of "EIC" regarding operating the schedule of quantities shall be final and binding to the contractor.

c>The rates quoted by the contractor shall remain firm throughout the period of the contract. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind required to execute the work.

d>The owner reserves the right to interpolate or extrapolate the rates for any new items of work not covered in schedule of rates, from the similar items already available in schedule of rates. All the works, item wise, shall be measured upon completion and paid for, at the rates quoted and accepted in the SOR. For any activity, which is not specifically covered in the SOR description, but is covered under Special condition of contract /Scope of work /Specification / Drawing etc., no extra claim shall be entertained, since SOR is to be read in conjunction with other documents forming part of the tender.

e>All temporary and ancillary works including enabling works connected with the works shall be the responsibility of the contractor and the price quoted in the SOR by them shall be deemed to have included the cost of such works.

f>The unit hire charges shall be applicable for all the days (including Sundays and Holidays) during the period of availability of the unit at site. Unit Charges includes idle and working days stay at BCPL site.

10. SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB :

a.All jobs are to be carried out under “Permit system” on receipt of the intimation from Site-In-Charge or Site Engineer. The contractor has to cross check for ensuring availability of “Safety work permit” duly signed by Process/Safety Personnel with mechanical Site-In-Charge or Site Engineer before starting the jobs. The contractor has to comply with 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 or site engineer after completion of job. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

b.The "Safety work permit" has to be returned back to the "EIC" or his representatives after completion of the jobs.

c.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.

d.The technical details of the work shall be treated as of confidential nature and the contractor should not pass them to any other organization/company/firm. Also contractor shall not publish the technical details in any periodicals/books/seminars/conferences.

e.The contractor shall employ such workers who are above 18 years of age. All personnel employed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.

f.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's name and shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum.

g.Contractor shall maintain first aid facility for his employees.

h.The personnel deployed for carrying out the jobs shall be technically sound and up to the satisfaction of “EIC”. BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by “EIC”, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of “EIC”. In case of any dispute the decision of “EIC” shall be final and binding.

i.All tools and materials shall be brought by the contractor to the work site through covering note to be submitted in three copies. One copy of the covering note shall be delivered to the security staff one copy to the EIC and the third copy shall be retained by the contractor after Verification by the security staff at the factory gate.

j.Normally the work shall be carried out on working days. But due to the exigencies, it may so happen that work may be required to be taken up Sunday, holiday or Second Saturday, in night, which will be treated at par with normal working days. No emergency charges/overtime shall be paid for providing services on above occasions.

k.Contractor has to provide cotton cloth uniform with specific colour to his workmen along with safety shoes and helmet. The use of uniform protective clothing is a must for each workman and supervisor working on the roll of the contractor.

l.The workforce deployed by the contractor must have required experience and certification etc. All personnel, deployed at site by the contractor, shall be familiar with the working culture and standards, safety norms prevailing in petrochemical / chemical processing plants.

m.Safety compliance: Before starting the job contractor must submit the total employees list and availability of PPEs at the site to F&S department. 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 monitored by BCPL engineers and contractors has to strictly adhere to their instructions. The contractor personnel should not be in possession of any inflammable materials like Match Box. Lighters etc. which is hazardous to plant operation.

The contractor shall ensure that he and all his workmen shall use the required personal protective equipment's while on job i.e. such as i) Safety Helmet, ii) Safety Belt (Confirming to latest relevant IS Standards), iii) Eye Shields / Goggles & Face protecting equipment's, iv) Hand Gloves and aprons, v) Safety Shoes, vi) Any other as required.

The contractor has to maintain the following at job site. i) First Aid Box with required medicines, ii) Safety Register, iii) Injury Record, iv) Records of Weekly Staff Safety meeting.

n. PROGRESS AND EXPEDITING:

All activities of the contractor are to be performed with utmost diligence and expediency in order to complete the work within schedule. The contractor shall maintain adequate level of staff possessing good, technical competence at site at all the times, in fulfilment of the requirements of the job. If, at any time, BCPL feels the deployment of the manpower is inadequate to meet the requirements of the job, BCPL shall notify the contractor who in turn must make immediate arrangements to remedy the situation. If the contractor fails to take corrective actions as required, BCPL shall get the job executed through alternative means at the risk & cost of the contractor.

Failure of the contractor to comply with the instructions of BCPL may be ground for determination by BCPL the contractor is not proceeding with the performance of services with such diligence as will assure fulfilment of job requirement.

11. ENTRY PASSES:

a. The contractor shall familiarise himself with the security systems of BCPL and shall act in accordance with the security rules of the company. The contractor shall get gate passes issued for all the deployed manpower from the authorised officer of BCPL.

b. Any delay for securing passes / permits from the authorities shall not entitle the contractor to stake claims for extension of time or additional payments. The contractor is advised to ensure that all such permits / passes are arranged well ahead of the required time.

c. The Contractor has to apply for photo entry passes for his workers & staff in a prescribed Performa available with BCPL. The photo entry passes shall be issued by the BCPL as per applicable rules in force. The contractor shall submit the requisite fee for the same at the prevailing rates. Contractor are advised to enquire themselves about the prevailing rates.

d. Unutilized/Expired entry passes shall have to be returned immediately to BCPL.

e. In the event of loss of original gate pass from the contractors and their workers, a charge at the prevailing rate shall be paid to BCPL (as per applicable rules) for issuance of duplicate photo pass. In case of loss of any entry pass, the Contractor has to lodge FIR with local police station and inform the Engineer-in-Charge and shall have to follow BCPL rules in this regard. The contractor is required to keep track of all entry passes issued and returned.

f. Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant.

12. GATE PASSES:

To bring materials / equipment's / tools etc. inside the plant for construction work, the Contractor has to produce challan/proper documents to the BCPL / CISF Security personnel at gate. The materials shall be checked thoroughly by the BCPL/CISF Security personnel at Gate and recorded in their register before allowing any material to bring inside the plant by Contractor. It is Contractor's responsibility to see that the recorded entry No., date, signature of owner's authorized representative with stamp challans/supporting documents signed by company's personnel at gate during entry.

13. CLEARANCE OF SITE:

a. 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.

b. 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.

14.CARE OF WORKERS:

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all workers including all temporary workers. In case any damages, loss or injury shall happen to the workers same will be wear by the contractor.

15.RESPONSIBILITIES / GUIDELINES TO BE ADHERED BY THE CONTRACTOR TO VARIOUS LABOUR LEGISLATATIONS / INDUSTRIAL LAWS:

a.The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its worker in EPFO Tinsukia.

b.The Contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.

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

d.The contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.

e.The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the 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.

f.The Contractor can be solely responsible for the disbursement of wages and other dues to the personnel, if any, deployed by him latest by 7th day of subsequent month. Disbursement of wages must be witnessed by representative of Principle Employer.

g.The contractor shall be solely responsible and indemnity the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the due and employment of personnel, if any, deployed by him.

h.The contractor shall indemnity BCPL against all loses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

i.The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

j.The contractor is required to maintain registers and records as required under different laws.

k.The contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the 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.

l.The vendor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.

m.The party will deploy adequate number of qualified and experienced personnel to discharged the contractual obligations effectively.

n.The Contractor/contracting firm shall obtain comprehensive insurance policy covering. All risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner / BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

o.The contractor shall be solely responsible for compliance of all the provisions of various Statutory Labour Acts & Regulations framed and amended from time to time, strictly follow all Safety Rules as applicable and will use safety gadgets as required during execution of the work.

p.In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities. However, medical facilities "FIRST AID" to the extent available in BCPL First Aid Centre shall be provided free of cost if required.

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

r.The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at the site/ work. His work/ services will be supervised by the supervisor of the contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.

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

16.PENALTY CLAUSE FOR SAFETY VIOLATION:

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

a.For first time violation of safety rules & regulation by contractor, HOD (F&S) will issue a warning letter to contractor with intimation to OIC of work center and EIC.

b.In case of second time violation of safety rules & regulations by same contractor, OIC 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.

c.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.

d.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 the BCPL shall have the right to remove the contractor's materials from site.

17.SUB-CONTRACTING:

The contractor shall not sub contract any part of the job under this contract without the prior written consent of BCPL.

18. 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.SAFETY REQUIREMENT:

- a) Contractor should strictly follow the applicable safety norms in BCPL.
- b) The contractor supervisor (s) who will be responsible for his team of workmen shall have to undergo a briefing by our Fire & Safety Department before commencement of the work. Contractor shall obtain a certificate / only after confirmation from Fire & Safety Department in this regard, EIC will recommend for start of the job.
- c) ELCB is to be provided for taking power connections wherever required. All Electrical appliances to be connected making use of proper plugs and after providing proper earthing. All cable joints are to be made by lugs and proper bolts.
- d) Penalty at the prevailing rates in BCPL shall be imposed on parties for violation of safety norms.

1. Contractor shall keep and maintain one number remote operated camera with Iridium 192 (Ir-192) radioactive isotope source approved by BARC/AERB for executing radiography jobs at BCPL. The source strength shall be minimum **15 curie** at the time of new filling and successive refilling of source from M/s BARC/AERB shall be in Contractor's scope. Minimum strength / Intensity of the source should not fall below 5 (Five) curies.
2. Radiography equipment and service shall have to be available at BCPL site throughout the contractual period on 24X7. The unit hire charge shall be on daily basis and is applicable for all days (including Sundays & Holidays) & shall include idle and working days stay in BCPL site.
3. During Shutdown/exigency only, contractor shall mobilize additional 01 no. remote operated camera with Iridium 192 (Ir-192) radioactive isotope source having source strength of minimum 15 Curie. Contractor shall take approval for additional source pit & source mobilization for BCPL at initial stage of taking approval for first camera as stated in point no.1. The additional pit shall be utilized only during mobilization of additional source at site.
4. BCPL shall intimate for additional source mobilization 15 days prior to radiography job during shutdown/exigency. Hiring charges for mobilization of this additional source shall be equivalent to hiring charges of primary source to be maintained as per point no. 1 and shall be paid as extra on daily basis from date of entry of source at site. After completion of job, this additional camera shall be de-mobilized from site only after necessary clearance given from Engineer-in-charge.
5. The agency has to obtain necessary permission from BARC/Atomic Energy Regulatory Board (AERB), Govt. of India for movement of their source/camera.
6. When the camera is to be sent to BARC for refilling, another camera of equivalent strength as stated above shall be arranged as replacement till the original camera returns to site after refilling.
7. The contractor shall deploy at least two Certified Radiographers (CR) / Radiation Safety Officer (RSO) cum Site-In-Charge (SIC) at BCPL site during his mobilisation period at site. The interpretation of the radiographs taken shall be done by RT Level-II for and duly signed report shall be submitted to BCPL.
8. Contractor shall make arrangement for construction of source storage pit room at site. A safe location will be provided by BCPL. Subsequent to construction of pit, contractor shall get the pit approved from AERB within 15 (Fifteen) days from the date of intimation given by EIC/BCPL on top priority for execution of jobs. The jobs shall be carried out as per BARC and AERB rules.
9. Depending on the requirements, radiography shall be carried out either on-site (Open Field radiography) or inside the approved radiographic Installations/enclosure inside BCPL plant. Open field radiography shall be carried out during night hours when there is no occupancy. However, during plant exigency, radiography may be carried out during day-time subject to proper cordon-off entire area with proper barricading. The radiography may also have to be carried out on holidays and Sundays as per BCPL requirements.
10. The Contractor shall ensure positive barricading (indicative as well as protective) of the radiography. Sufficient warning signs shall be displayed along the barricading areas.
11. All radiography jobs shall be carried out as per BARC/AERB Safety Regulations. The Contractor shall implement an effective system of control (as described in the AERB regulations) at site for handling radiography-sources & for avoiding its misuse & theft.

12. Before commencing the radiography job, contractor shall ensure relevant Work Permit for Radiography has been taken by Area-in-charge. Radiographer shall cordon off the area and install Radiation warning symbols and restrict entry of unauthorized persons during exposure. Wear appropriate PPE and film badges issued by BARC/AERB. The radiation level along with the cordon should be monitored by a suitable and well calibrated radiation survey meter.
13. All personnel working with radiography sources should wear appropriate protective equipment including POCKET DOSIMETER and TLD badges issued by BARC throughout the exposure period. Dosimeter shall be duly calibrated.
14. Contractor shall ensure various protection facilities such as manipulator rod, remote handling tongs, lead pots, radiation hazard placards at BCPL site.
15. Contractor shall ensure transportation of depleted & refilled radiography source through the approved vehicle with proper Radiation warning signals as per AERB/BARC safety regulations. The package containing radiography cameras and sources should never be carried by public transport like bus, train etc.
16. Radiography sources and cameras, when not in use, should be stored inside a source pit with lock and key arrangement as approved by AERB. The storage room should preferably be located in an isolated area of minimum occupancy and radiation level outside the storage room should not exceed 0.25 mR/hr or as per BARC Regulations.
17. In case of an accident (due to loss or of damage to radiography source), action should be taken in line with BARC Safety Rules/Guidelines.
18. Contractor shall maintain sufficient quantity of radiography films of reputed brands (Agfa, Kodak, Dupont or equivalent), chemicals including developer, fixturs, soap solution, PVC cassettes & lead screens, IQI and other required accessories & equipments like dryer, film viewer, densitometer, radiation survey meter, Image quality indicators (IQI) as per ASTM etc.
19. The contractor has to carry out all arrangements for radiography exposure, development of films, interpretation of films, clearance from BCPL personnel, marking of defects at site etc.
20. A system shall be used to produced permanent identification on the radiographs traceable to the contract, component, weld or part no., date of radiograph, thickness etc. and additionally if desired, contractor mark may also be placed. In any case this information shall not obscure the area of interest.
21. Radiographs shall be free from blemishes, any marking, dirt etc. which shall interfere with interpretation. For Discrepancy in quality of the radiograph viz. faulty exposure, poor quality of film, scratch or developing chemical mark etc. re-radiography shall be done. The cost of re-radiography shall be in the scope of the contractor. Required Film sensitivity shall be 3% for test specimen thickness up to 5mm and 2% for > 5mm.
22. Radiography job including preparation for exposure, developing, interpretation etc. shall be carried out as per ASME Section V Article 2 or relevant codes & standards by BARC qualified staff.
23. BCPL shall provide dark room for developing & interpretation of Radiography films on free of cost basis having facilities like running water, electricity and air conditioner.
24. The contractor shall arrange unskilled labours for lifting and shifting of Heat Treatment and Radiography units at his own cost.

SCOPE OF WORK FOR HEAT TREATMENT / STRESS RELIEVING JOBS

ANNEXURE Y

- a) Contractor shall keep **one No.** of Automatic programmable solid microprocessor based Stress Relieving (SR) Unit along with accessories and sufficient No. of heating coils of different gauge, 100 meters of 63 Amp—3-phase power cable etc. at site to take up two similar jobs simultaneously.
- b) SR unit shall have to be available at site throughout the contractual period on 24X7. The unit hire charge shall be on daily basis and is applicable for all days (including Sundays & Holidays) & shall include idle and working days stay in BCPL.
- c) During Shutdown/exigency only, contractor shall mobilize another 01 no. Automatic programmable solid microprocessor based Stress Relieving Unit (in addition to that mentioned above) along with accessories as stated above.
- d) BCPL shall intimate for additional SR unit (as stated above) mobilization 15 days prior to SR job during shutdown/exigency. Hiring charges for mobilization of this additional SR unit shall be equivalent to hiring charges of primary unit to be maintained and shall be paid as extra on DAILY basis from date of entry of unit at BCPL. After completion of job, this additional SR unit shall be de-mobilized from site only after necessary clearance given from Engineer- in-charge.

1. PRE-HEATING:

Pre-heating shall be supplied to the area local to and including the weld preparation and the temperature shall be maintained during the deposit of weld metal. Irrespective of the class of steel proper specification temperature must be maintained without interruption throughout the period of the root run. Weld deposit should not be allowed to cool until the thickness of weld metal deposited exceeds one third of the final weld thickness.

Above $\frac{3}{4}$ " thick, carbon steel is usually pre-heated as a protection against the high thermal conductivity of steel. It is recommended not to have any interruption in welding process. If at all an interruption is necessary, the joint shall be wrapped in dry thermal insulating blankets (i.e. ceramic pads) to ensure slow cooling before next operation start.

The selection of a particular pre-heating temperature depends on a number of factors –

- The higher the carbon equivalent level the higher the preheat required.
- The greater the mass of metal around the weld joint, the greater the loss of heat and the greater need to have a high pre-heating temperature.

2. PLACEMENT OF HEATING ELEMENTS:

Heat treatment / pre-heating shall be carried out on the heat affected zone giving sufficient clearance of welding portion. Minimum two or more elements shall be arranged in two separate bands on either sides of weld portion circumferentially from outside. Covering requires heat band of 2T (T- specimen thickness – max. 6" either side) on the either sides of weld and above this asbestos cloth or ceramic pad insulation shall be wrapped tightly.

3. POST WELD HEAT TREATMENT:

High level residual stresses can occur in elements due to the restraint by the parent metal during weld solidification. These stresses may be as high as the yield stress of the metal itself. When combined with normal load these stresses may exceed the design stress. Post heat treatment will lower the tensile and yield stresses of the weld metal by approximately

10%. This reduction in strength is not only for removal of residual stress but also for softening of material and the weld.

4. PLACEMENT OF HEATING ELEMENT FOR LOCALIZED STRESS RELIEVING:

Localized post heat treatment shall be carried out on the circumferential welded portion and heat effected zone. Heating elements shall be wrapped circumferentially from outside (including the welded portion) covering heating band area. Number of element deployment shall depend upon dia. and thickness of the shell and above this ceramic insulation pad shall be wrapped tightly with the help of binding wire.

5. CONTROLS:

Heating element shall be connected to the distribution cum control unit using feed and return cables. The heat input to the job shall be regulated by Digital timer in conjunction with contactors system, to conform to S.R. operation.

6. THERMOCOUPLE POSITION:

- All thermocouples shall be of the nickel-chromium / nickel-Aluminum type “K”. Thermocouple calibration certificates shall be submitted to BCPL for review and records.
- The above mentioned calibrated thermocouple shall be clamped against the job by tacking bolt / nut which thermocouple can be held tightly.
- Numbers of thermocouple fixed are as mentioned below:

Sl No	Size	No of Thermocouples
1	Up to 6” Diameter	1 No.
2	8” to 10” Diameter	2 Nos each at 180 Degree Apart
3	12” to 24” Diameter	3 Nos each at 120 Degree Apart
4	Above 24” Diameter	1 No in every meter of weld

- Care shall be taken to ensure that the cold junction of thermocouple wires do not touch and should be away from the hot junction.
- The thermocouple to extension cable connection shall be clear of the heating zone.

7. THERMOCOUPLE EXTENSION CABLE:

Thermocouple shall be connected to the temperature recorder via color-coded copper constant compensating lead of proper specification.

8. TEMPERATURE RECORDER:

Temperature recorder shall be of six channels potentiometric self-compensating type, duly calibrated and the certificate conforming same shall be submitted to BCPL for records and review.

9. THERMAL INSULATIONS:

Ceramic fiber pad of suitable thickness and density shall be applied around the weld and heat affected zone so that the temperature at the edge of the heated band is not less than half the peak temperature. The insulation shall be held with the help of supporting stud and strip and shall be wrapped tightly. The minimum thickness of insulation must not be less than 25 mm.

The manhole nozzles, other nozzles and opening in the vicinity of heating zone shall be suitable insulated to avoid heat losses during local stress relief.

10. STRESS RELIEVING CYCLE:

The suitable post weld heat treatment procedure for particular job shall be furnished by BCPL on case to case basis depending on type of material, thickness etc.

Note: For stress relieving jobs all requirements of referencing codes shall be complied by the contractor.

After completion of stress relieving jobs time temperature chart shall be furnished to BCPL'S representative for review.

HEATING OF PIPELINES FOR DE- CHOCKING PURPOSE:

The scope of work in heating of pipelines for de- chocking of purpose shall include but not limited to De- chocking of line by heating the pipelines/ valves/ equipment part with help of nickel – chromium coil with or without recorder in controlled manner.

The coil to be wrapped around the pipe line/ valves/ equipment part and it should be covered by insulation material. The temperature of the surface is to be checked by temperature indicating crayons periodically during the operation. The contract to be maintain necessary temperature indicating crayons

SECTION IV
PREAMBLE TO SCHEDULE OF RATES

- 1)** The Contract shall be for complete scope of services as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.
- 2)** Prices must be filled in format for “Schedule of Rates” available and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 3)** Bidder shall quote rates only in 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.
- 4)** All duties and taxes including Excise duty, Sales tax, VAT, Entry tax, Custom duty, CVD, additional CVD, Work Contract tax, Turnover Tax and other levies or any other statutory payments payable under the Contract or for any other cause by the Contractor except Service Tax and Cess shall be included in the rates / in total bid price submitted by the bidder. Bidders are required to mention Service Tax extra in SOR
- 5)** Item wise rates for SOR Items should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 6)** Quantities shown in the SOR is tentative which may increase or decrease.
- 7)** 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 the un-priced bid, bidder must mention as “QUOTED” in the SOR.
- 8)** 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.

SCHEDULE OF RATES (PRICED PART-B)

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150280/MB

NAME OF WORK :

TENDER NO.:

NAME OF CONTRACTOR:

SCHEDULE OF RATE (PRICED PART-B)

Sl No	Item Description	Unit	Qty	Unit Rate Rs.	Total Amount Rs.
1	HEAT TREATMENT: Heat Treatment of shop Fabricated, for already installed piping/Static Equipment etc. for joints or other operations where ever required. Heating to be carried out in a furnace or by using an electric resistance or introduction heating equipment ensuring uniform temperature attainment at all points of the portion being heat-treated The portion under heat treatment shall be wrapped suitably under insulation to avoid any harmful temperature gradient. The temperature thus attained in the portion under heat treatment shall be recorded by means of thermocouples; pyrometer and an automatic temperature recorders suitably calibrated should be employed. The calibration chart of each recorder along with hardness test results shall be submitted to the Engineer-in-charge for approval. The details of heat treatment such as heating rate, soaking temperature pause period and cooling rate etc to be carried out as per relevant standard/code as instructed by the Engineer-in-charge	_____	_____	_____	_____
a.	For Pipes	Inch-Dia	210		
b.	For Vessels/Tanks	Inch-Dia	40		
c.	Hiring Charges of the Heat Treatment Unit per day at site	Days	60		
2	RADIOGRAPHY OF PIPING WORKS: Performance of radiographic inspection on all type & sizing of piping/pipe fittings in position at all heights inclusive of providing sources, film, chemicals & all necessary equipment's,consumables etc complete in all respects as per Specification & Instruction of the Engineer-in-charge.	_____	_____	_____	_____
a	For Pipes	Inch-Dia	500		

Sl No	Item Description	Unit	Qty	Unit Rate Rs.	Total Amount Rs.
b	For Vessels/Tanks	Inch-Dia	40		
c	Hiring Charges of the Radiography Unit per Day at site	Days	60		
3	Mobilization and demobilization of all the resources for radiography and heat treatment which includes skilled & unskilled manpower, Isotope, Radiography Camera, Pyrometer ,Temp Recorder, Heating Coil, Insulation Materials etc	Each Time	15		
Sub Total(Rs.)					
Service Tax Including SB Cess@..... %(Rs.)					
Grand Total (Incl. Service Tax) (Rs.)					

