



Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)
ADMINISTRATIVE BUILDING, PO: LEPETKATA
DISTT.: DIBURGARH, ASSAM
PIN CODE: 786006
PHONE NO. 0373 2914636

TENDER NO: BCPL/C&P/LE16W124AD/90000087

Date: 19.07.2016

TENDER DOCUMENT

FOR

“HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”

Tender Submission Date & Time	:	05.08.2016 at 14:30 Hrs
Tender Opening Date & Time	:	05.08.2016 at 15:00 Hrs
Tender Fee	:	Not Applicable
EMD Amount	:	Rs. 1,45,000/-

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

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FAQ

[QUESTIONS AND ANSWERS]

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

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

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TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB]
SECTION-II	BID EVALUATION CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY
SECTION-III	INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
SECTION-IV	GENERAL CONDITIONS OF CONTRACT [GCC]
SECTION-V	SPECIAL CONDITIONS OF CONTRACT [SCC]
SECTION-VI	SCOPE OF WORK [SOW] AND TECHNICAL SPECIFICATIONS [TS]
SECTION-VII	SCHEDULE OF RATES [SOR]



SECTION - I

INVITATION FOR BIDS [IFB]

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt. 19.07.2016

PROSPECTIVE BIDDERS

SUB: "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir/Madam,

- 1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract shall be valid for a period of TWO YEARS.
II	Tender Fee		Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs. 1,45,000/-
IV	BID DUE DATE & TIME	:	05.08.2016 up-to 1430 Hrs
V	OPENING OF UNPRICED BID	:	05.08.2016 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	3 Months from Bid Opening date.
VII	VENUE FOR OPENING OF UNPRICED BIDS		Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE		26.07.2016 at 10.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 26.07.2016 at 10.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibargarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Dy. Manager (C&P) Phone No. 0373-2914636; Email ID: ajdutta@bcplindia.co.in

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Arun Jyoti Dutta]
Dy. Manager [C&P]
Ph: +91-0373-2914636
E-mail: ajdutta@bcplindia.co.in



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.1 BID EVALUATION CRITERIA (BEC):

1.1.1 BEC- Technical: (as a single bidder)

1.1.1.1 The bidder must have executed and completed at least one single contract for “**Supply, Installation, Testing & Commissioning (SITC) of Cathodic Protection System for Pipelines or Monitoring/Maintenance of Cathodic Protection (CP) System of Pipelines**” of value not less than **Rs. 18.48 lacs** in any Govt./Semi Govt./PSU/MNC/Public Ltd Co./Pvt. Ltd. Company during preceding seven (07) years to be reckoned from the due date of Bid submission.

OR

1.1.1.2 In case, the bidder is executing a rate / maintenance contract which is still running for “Carrying out O&M (Operation & Maintenance)/Monitoring & Maintenance/ Maintenance Work of C P (Cathodic Protection) System of pipeline(s) which is still running and the Contract value executed till one day prior to the due date of bid submission, is equal or more than the minimum requisite value of **Rs. 18.48 lacs**, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user/owner/ authorized consultant

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

1.2.1 **TURN OVER:** The **annual turnover** of the bidder must have **minimum value** of **Rs. 18.48 Lacs** in any of the three (03) previous financial years ending on 31st March’2016. i.e. **FY: 2015-2016, 2014-2015 & 2013-2014.**

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

1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs. 3.70 Lacs as per the last audited financial statement for the year** i.e. the financial year **2015-2016.**

Note:

- i) If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from the bidder’s bank as per Format, F-15 of tender document, having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit at least for the working capital requirement as stated above.
- iii) For relax norms in financial YEARS. ending on 31st March’2016, please refer Clause No. 1.3 (with table given below).



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

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document <i>[All documents to be submitted must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]</i>	
1.	1.1.1	Experience to comply 1.1.1	Bidder must submit legible copy(ies) of : 1. One Single Order/Contract for “Supply, Installation, Testing & Commissioning (SITC) of Cathodic Protection System for Pipelines or Monitoring/Maintenance of Cathodic Protection (CP) System of Pipe lines” along with copy of detailed SOR (Schedule of Rates). 2. Copy of Completion Certificate issued by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate). The Completion Certificate must contain the detailed information like Order No./Contract No. with date, Brief Scope, Order value, Total executed value, Date of Completion etc.
2.	1.1.2	Experience to comply 1.1.2	Bidder must submit legible copy(ies) of : 1. One Single Order/Contract for “Carrying out O&M (Operation & Maintenance)/Monitoring & Maintenance/ Maintenance Work of C P (Cathodic Protection) System of pipeline(s) along with copy of detailed SOR (Schedule of Rates). 2. Copy of Satisfactory Work/ Service Execution Certificate issued by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate). The Execution Certificate must contain the detailed information like Order No./Contract No. with date, Brief Scope, Order value, Total executed value, etc. <i>Original order(s) and Client certificate(s) should be available with the bidder for verification of the same, if so desired by BCPL.</i>
	1.2	Financial Experience Criteria- Document <i>[All audited financial statements/documents (balance sheet and profit & loss</i>	



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/attested]
		account statement under 1.2.1,1.2.2 & 1.2.3 of above BEC) to be submitted must be duly Certified/attested by Notary public with legible stamp]	
3.	1.2.1	Annual Turn-over	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014 In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate three (3) preceding financial years, i.e. FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.
4.	1.2.2	Net worth	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2015-16. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e.FY: 2014-2015 along with un-price bid.



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
5.	1.2.3	Working capital	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2015-16. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e. FY: 2014-2015 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-15 of tender document) from the Bidder's bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.
6.	1.2.4	Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only.

Note to above Bidder's Eligibility Criteria (point no. 1.0):

a) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

b) Bids of Joint Venture/Consortium are not acceptable.

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



2.0 BIDS EVALUATION METHODOLOGY, WORK DISTRIBUTION AND AWARD CRITERIA:

- 2.1 EVALUATION:** - Bid of techno-commercially acceptable bidder will be evaluated on overall L1 basis and will be considered for award. Service tax will not be considered for evaluation
- 2.2** The said job/service is non-split table and hence job is to be awarded to MSME vendor in accordance with Clause No. 40 of ITB of RFQ as per Public Procurement Policy.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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SECTION-III

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

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF PRICE BIDS
[PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL
ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT
DEPARTMENT AND ANOTHER AND ONE GOVERNMENT
DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC
ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. BILLING SYSTEM
47. TRANSPARENCY
48. SALE OF BID DOCUMENTS
49. SUBLETTING & ASSIGNMENT
50. Direct Payments to Sub-Vendors / Supporting Agencies of Main
Contractor

[G] ANNEXURES:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS



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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender.

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.
- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.7 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**
- 2.8 No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.

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

4 ONE BID PER BIDDER

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



4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE- NOT APPLICABLE FOR THIS TENDER

6 SITE VISIT

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

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

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

➤ Section-I : Invitation for Bid [IFB]



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

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

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



- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'



- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated



bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

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

13 SERVICE TAX

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



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

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

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

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

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

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

13.5 **SERVICE TAX IN CASE OF WORKS CONTRACT**
(NOT APPLICABLE IN THIS TENDER)

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



- 13.5.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents
- 13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.
- 13.5.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.
- 13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-
- 13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:



13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.

13.7.2 The bids will be evaluated based on total price including applicable service tax.

13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However, in SOR, entire applicable rate/amount of service tax to be indicated by bidder.

13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

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

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

13.10 Tax Deducted at Source [TDS]

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

13.11 Income Tax

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



14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

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

16 **EARNEST MONEY/BID SECURITY- : Rs.1, 45,000/-**

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' **as per the format given in Form -4 of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.



- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]", [Letter of Intent (LOI)].
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 **MSEs(Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



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

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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

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



23 LATE BIDS

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

- The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document** provided that the written notice of the modification/ substitution/ withdrawal in received by BCPL prior to the deadline for submission of bid.
- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder’s forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.



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

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Un-priced Bid Opening:*

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

26.2 *Priced Bid Opening:*

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids 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 bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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



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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.



- c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.

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

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

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

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

30 CORRECTION OF ERRORS

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS



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

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

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



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

37 SIGNING OF AGREEMENT

- 37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to 7.5% of Annualized Contract Value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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



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

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/www.bcplonline.com)
- 39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahma Putra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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



40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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

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

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

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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



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

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

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

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

41 AHR ITEMS

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.



43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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



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

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



- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

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

47 TRANSPARENCY

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



48 **SALE OF BID DOCUMENTS**

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

49 **SUBLETTING & ASSIGNMENT**

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

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

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

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

51. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.

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

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Annexure-I

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

A Definitions:

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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



to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:



- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the 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 C&P Department when:

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) 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 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.



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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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



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.
-



Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:



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

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

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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:



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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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



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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”



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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

- 6.3. Effect on other ongoing tendering:



- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

10. ERRANT BIDDER

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



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

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

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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



1.3 RELIABILITY PERFORMANCE

20 Marks

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



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE16W124AD/90000087				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS..				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. A J DUTTA, DY. MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: ajdutta@bcplindia.co.in				
C. PREPARATION OF BIDS					
ITB clause	Description				

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers):
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE16W124AD/90000087
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. A J DUTTA, DY. MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: ajdutta@bcplindia.co.in
26	The bid opening shall take place at: Street Address:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: ajdutta@bcplindia.co.in Date: 05.08.2016 Time: 15:00 Hrs.
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E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☒ YES				

F. AWARD OF CONTRACT

ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security/ Security Deposit <table><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> If applicable: 7.5% of Annualized Contract value.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO
APPLICABLE	☒ YES				
NOT APPLICABLE	☒ NO				
40	Public Procurement Policy for MSEs : <table><tr><td>APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ YES		
APPLICABLE	☒ YES				

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



	<table border="1"><tr><td>NOT APPLICABLE</td><td> NO </td></tr></table> Whether tendered item is non-split able or not-divisible : (Non-split able) <table border="1"><tr><td></td><td> </td></tr><tr><td></td><td> </td></tr></table>	NOT APPLICABLE	NO				
NOT APPLICABLE	NO						
41	Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td> YES </td></tr><tr><td>NOT APPLICABLE</td><td> NO </td></tr></table>	APPLICABLE	YES	NOT APPLICABLE	NO		
APPLICABLE	YES						
NOT APPLICABLE	NO						
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES		
APPLICABLE	NO						
NOT APPLICABLE	YES						



FORMS & FORMAT



LIST OF FORMS & FORMAT

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



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV
STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.**

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of YEARS. in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:

**TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2
YEARS."**



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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "_____" including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as specified in Section-II of tender document.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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

.....



F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



F-7

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT
RECEIVERSHIP**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV
STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.**

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2
YEARS."**



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



F-9

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No

Dear Sir(s),

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

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

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

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

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2
YEARS.”



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



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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

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

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess there on, Swachh Bharat Cess	ST:% EDU. CESS:.....% SWATCH BHARAT CESS:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule/Period of Contract as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value	

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports for the last three financial YEARS. are furnished along with the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

20		Provide PAN number.	
21		Provide Service Tax Registration number.	
22		Provide Sales Tax (VAT / CST) Registration number.	
23		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
24		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as quoted.	
25		Confirmed that all terms and conditions of the tender are acceptable in totality	
26		Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.	
27		Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
28		Confirm that all Bank charges associated with Bidder's	

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



		Bank shall be borne by Bidder.	
29		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-16.	
30		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
31		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
32	a	MSME Clause/PPP relevant document (If applicable)	
	i	SC/ST along with proof	
	ii	Chartered Accountant /Statutory Auditor Certificate	
	iii	Proof of nature of firm	
	b	Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
	c	Bidder hereby confirms that we are registered under MSME and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender	YES/NO

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in BCPL issued the tender, by filling up the Format)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

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

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:
Reasons for non-submission of bid:

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

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”



F-13

BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



7.0	Confirm that annual reports for last three financial YEARS. & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
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DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs. 1,45,000		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Experience against Completion/ Execution of order/ contract	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the un-priced bid.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
5i.	Financial Documents – Turn Over	Audited balance sheet and profit & loss account statement of the three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014 meeting Turn over Financial Criteria as stipulated in BEC along with un-price bid.	YES	NO

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



		In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate three (3) preceding financial YEARS., i.e. FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.		
5ii.	Financial Documents – Net Worth & Working Capital	AUDITED Balance Sheet and Profit & Loss Statement of FY: 2015-2016 meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e. FY: 2014-2015 along with un-price bid.	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 5i, & 5ii above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO

Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.



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

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



THIS FORMAT TO BE FILLED BY THE BIDDER
TECHNICAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ, SECTION –II, CLAUSE NO. 1.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc	
B	2 nd Order/	Description	Details [to be mentioned by the bidder]

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”



LOI/Contract			
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
C	3RD Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
D	4th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”



D1		Name of Order issuing Agency/Client/Owner/Company		
D2		Order No. & Date		
D3		Brief Details/Name (Nature) of Supply		
D4		Contract/Order Value		
D5		Period of Contract/ Order		
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC

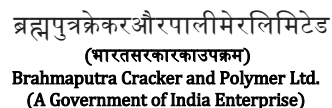
[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: FY: 2015-2016, 2014-2015 & 2013-2014 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2015-2016 FY: 2014-2015 FY: 2013-2014	Yes / No Yes / No Yes / No	

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”



TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR “HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.”



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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL
CAPABILITY OF THE BIDDER**

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

A. ANNUAL TURNOVER OF LAST 3 YEARS.:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

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



BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV
STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.**

TENDER NO.: BCPL/C&P/LE16W124AD/90000087

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

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Brahmaputra Cracker and Polymer Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Brahmaputra Cracker and Polymer Limited responsible.

(Signature of vendor/customer)

Encl.: Cancelled Cheque.

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SECTION-V

SPECIAL CONDITION OF CONTRACT [SCC]

1.0 GENERAL

- 1.1 The special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work and any other documents forming part of this contract wherever the context so requires.

2.0 ORDER OF PRECEDENCE

In case of contradictory requirements among the various clauses of the tender the following order of precedence shall be reckoned:

- a) Schedule of Rates and Quantities
- b) Special conditions of contract
- c) Scope of work
- d) Technical specifications
- e) Drawings
- f) GCC
- g) Other technical specifications

3.0 LOCATION OF WORK

- 3.1 The works involved are Cathodic Protection monitoring & maintenance of BCPL Pipelines, as detailed in the section: Scope of work and technical specifications.
- 3.2 The contractor shall be deemed to have inspected the site and thoroughly acquainted himself with the site conditions availability of storage space for materials, work areas available for construction, disposal / stacking of surplus material and its other features likely to affect his tender and the execution of the required works. No claim / extension of time whatsoever shall be entertained on account of prevailing site conditions.

4.0 SCOPE OF WORKS

- 4.1 The works involved are Cathodic Protection monitoring & maintenance of BCPL Pipelines from Lepetkata to Duliajan, Lepetkata to Lakwa and other pipelines in and around Lepetkata, as detailed in section: Scope of work and technical specifications.
- 4.2 Scope of supply: All the materials required for the completion of works as per tender document.
- 4.3 Jurisdiction of the scope including SV Stations along the pipelines.
- 4.4 Contractor has to deploy the adequate experience persons and shall be supervised by Certified CP Engineer from **NACE International (India Section)** or Diploma Engineer with Minimum 3 Year Experience in similar field.
- 4.5 The contractor will establish his maintenance base / office at convenient location. Contractor's representative with vehicles, tools, tackles and measuring instruments shall be available on all the days for the entire period of contract at above maintenance base.
- 4.6 Contractor has to provide Mobile Phone to his site Supervisor / representative and nos. is to be communicated to BCPL representatives.
- 4.7 Inspection of the works executed under the scope of this contract shall be subject to the inspection of the Engineer-in-charge or his representative including third party inspection agency. The payments to third party inspection agency for inspection services provided shall be made by



BCPL whereas it shall be the responsibility of the contractor to provide access to inspection of work on stage wise basis and also as and when required including making arrangements for the test/measurement tools in working condition and facility for their due calibration as and when called for. Contractor shall extend the facility of transportation for the inspector to the work site.

5.0 OWNERS OBLIGATIONS

5.1 The Owner's obligations are limited to the following:

- 5.1.1 Upon written request by the contractor for Gate pass / Entry permit for his personnel, equipment and materials, BCPL's obligation shall be limited to provide the contractor an introductory letter to the agency /other company inside whose premises, the proposed works are to be carried out. The contractor shall take up with the concerned officials /security of that agency to get the entry permission / passes made.
- 5.1.2 Issue of materials specifically indicated in the tender document as BCPL free issue materials at the designated warehouse/stores as mentioned in the document on as is where basis is. Contractor shall make needful arrangements for handling, shifting/loading, transportation etc.
- 5.1.3 Payments to the contractor for the performance of the work under the contract as per terms and conditions specified therein.

6.0 CONSTRUCTION WATER AND POWER

6.1 The contractor shall make his own arrangements for & Monitoring Maintenance as well as drinking water and power supply (including temporary distribution) if required at his own cost.

7.0 TERMS OF PAYMENT

7.1 **Monitoring & Maintenance** – Payment shall be made within 15 days to the contractor for the actual quantities of work executed as per the Schedule of rates issued along with the work order, against monthly running account bills supported by work measurement sheets, Inspection reports, material test certificates, drawings as built drawing etc. and any other document as directed by EIC duly certified by EIC / or his representative in triplicate in the prescribed Pro-forma. The payment shall be released through E-Payment of SBI.

8.0 **ESCALATION** - No escalation in awarded prices shall be allowed during the course of the contract for whatsoever reasons.

9.0 SECURITY DEPOSIT

9.1 As per Clause No. 24 of GCC and AMOUNT as specified in ITB .

9.2 If BCPL suffers any losses due to contractors fault, the losses as decided by BCPL shall be recovered from security deposit and the same shall be binding on the contractor.

10.0 EXTRA ITEMS / SUSTITUTED ITEMS

10.1 If any work to be executed relating to the contracted work and rate for the same is not available in the Schedule of Rates then the following methodology shall be adopted.

- a) If the item of work is similar to the item for which he has quoted rates in the Schedule of Rates, the rates will be derived from similar items of work in the SOR.
- b) If any item of work does not appear in the SOR quoted by the contractor in that case the rates of such items shall be derived from cost of materials and labour plus 15% to cover the contractor's profits and overheads. The rate shall be derived from market rate analysis.

11.0 PROVIDENT FUND ACT



11.1 The contractor as a statutory obligation should strictly comply with the provisions of the Employee's Provident Fund Act.

12.0 DEFECT LIABILITY

12.1 The contractor shall guarantee the maintenance/ repair works carried out by him for a period of **03** months from the date of completion of works as certified by the Engineer-in-charge which is indicated in the completion certificate. The date of completion of works in case of maintenance works shall be reckoned in each case based on the time schedule for the individual sub-work order / Maintenance Instructions. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the work done by the contractor shall be rectified or replaced by the contractor at his own expense as deemed necessary by the Engineer-in-charge or in default, the Engineer-in-charge may carry out such works by other agencies and deduct actual cost incurred towards labour, supervision, materials, consumables or otherwise plus 15% towards overheads(of which the certificate of Engineer-in-charge shall be final) from any sums that may be then or any time thereafter become due to the contractor or from his security deposit/P.G. This **03** months period will be termed as Defect Liability Period.

12.2 If during the Defect Liability period any portion of the work / equipment is found defective and is rectified/replaced, the period of liability for such equipment/portion of work shall operate from the date such rectifications /replacements are carried out and contract performance guarantee shall be furnished separately for the extended period of liability for that portion of work / equipment only.

12.3 Notwithstanding the above, all manufacturers' warranties and guaranties for equipment/materials supplied by the contractor shall be passed on to the owner.

13.0 RESPONSIBILITY FOR PROCUREMENT

13.1 Sole responsibility rests with the contractor for the procurement of all materials required for completion of the work within the stipulated time.

14.0 VALUE ADDED TAX / SALES TAX / TURNOVER TAX/ OTHER TAXES

14.1 Tenderer shall include in his prices the liability for all types of taxes duties and sales tax / Value Added Tax (VAT), work contract tax if any, imposed by state/ central / local govt. bodies from time to time. However tax on works contract if applicable shall be deducted at source as per rules.

15.0 INCOME TAX

15.1 Income tax deductions as per Income tax rules shall be made from contractor's running account bills unless specific exemption has been obtained by the contractor from the Income tax Department and documentary evidence to this effect has been submitted to the Owner.

16.0 INSPECTION OF SITE BEFORE SUBMISSION OF TENDER

16.1 The contractor must visit the site of work before submission of tender to fully satisfy himself on all questions relating to and concerning the existing conditions of site and performance thereon.

17.0 QUOTED RATE/PRICE

17.1 The quoted price will be inclusive of cost of all materials, labour, scaffolding etc. required for the proper completion of jobs, all types of taxes and duties imposed by state / central / local government from time to time.

18.0 WORK MEASUREMENT & RUNNING BILL PAYMENT



- 18.1 The contractor shall before commencement of works prepare Pro-forma for recording stage wise work measurement and quality inspection and submit to Owner for approval. Upon approval of the same, the records shall be maintained by the contractor at site duly updated every day and certifications of the site engineers / inspectors of BCPL obtained.
- 18.2 The contractor for running bill payments, shall submit the bills in the approved format duly supported by the work measurement sheets, material test certificates as required in 4 (Four) copies to the Engineer-in-charge. If the bills are found in order the same shall be paid within 15 days of submission.
- 18.3 The contractor after completion of all the works shall prepare the final bill and submit in accordance with the requirements of the contract in a similar manner as above. The running account bills thus far paid are considered as advances against the works done pending finalization of the final bill. All the work measurement sheets, inspection notes, test certificates etc. duly certified by the authorized site engineer / inspector of BCPL shall be submitted along with the final bill in 4 (four) copies. The bill shall be processed if found in order and payment made to contractor within 30 (thirty) days.
- 19.0 **ABNORMALLY HIGH RATED ITEMS (A.H.R)**
- 19.1 In the Schedule of Rates (SOR), wherever the tenderer's quoted rates(s) for the items exceeds 50% of the Owner's estimated rate such rates shall be considered as abnormally high rates (A.H.R) and payments of the A.H.R items beyond the BOQ stipulated quantity shall be made at the least of the following rates :
- 19.1.1 Rates as per Schedule of rates
- 19.1.2 Based on prevailing material and labour rates + 15% to cover contractor's profit, overheads and other expenses. The rates will be arrived on the basis of market rate analysis.
- 20.0 **TIME SCHEDULE**
- 20.1 The proposed works include;
- a) Annual CP monitoring works to be carried out round the year for a period of two YEARS from the date of mobilisation.
- b) Maintenance / repair works to be carried out on the basis of awarded unit rates which shall be completed as per time schedule. The quantities indicated in Schedule of rates, are tentative & quantities of work to be executed over a period of Two year. The quantities may vary depending on the change in requirement and hence company does not guarantee any minimum quantity on any item.
- 20.2 The contractor upon on issue of LOI/W.O shall mobilise within 10 days to carry out the works detailed out in the scope of works as per time schedule prescribed above.
- 20.3 The period of completion also includes time required for testing, rectifications if any, retesting and completion in all respects to the satisfaction of Engineer-in-charge.
- 21.0 **PRICE REDUCTION SCHEDULE**
- 21.1 In case of maintenance part, delay in completion of works beyond the contractual completion periods as written communication for the individual SOR Item by EIC shall be compensated by contractor to BCPL at the rate of ½% (Half percent) per week of delay for the Individual SOR value.
- 21.2 In case of monitoring part, this shall govern the submission of monitoring report for activities of a month at the end of the month and delay in submission shall be compensated at the rate of ½ % (Half percent) per day subject to a maximum of 5% of the value of monitoring works carried out for the particular month of the concern SOR item.
- 21.3 The Total price reduction shall not exceed more than 5 % of the awarded value.



- 22.0 All liasoning necessary for carrying out this job including negotiations / discussions with any other public / private agency shall be the contractor's responsibility. However BCPL will extend all possible help in this regard but the same shall not relieve the contractor of his responsibilities.
- 23.0 During the course of the work, the contractor may have to dismantle / break / excavate existing structure for execution of work. All necessary permissions from the concerned agency and subsequent restoration of broken structure to its original condition after completion of work shall be the responsibility of the contractor.
- 24.0 Personnel of contractor shall abide by the rules and regulations in respect of safety and security of prohibitive areas such as gas terminals, CP stations; SV stations etc. and follow the procedure laid down by BCPL from time to time.
- 25.0 Telex / telegraphic /telefax offers will not be considered.
- 26.0 Offers made by Agents / Consultants / Retainers / Representatives / Associates of the bidders will be rejected.
- 27.0 Offers shall be kept valid for a period of 120 days from the date of opening of technical bid (un-priced bid).
- 28.0 The bidder must quote the rates strictly as per the price Pro-forma at SOR of the tender document and confirm the same by furnishing the blank Pro-forma, duly stamped in the un-priced bid. Bidders shall not in any way modify / add / overwrite any of the descriptions in the price pro-forma in the price bid. Any terms & conditions /stipulations indicated in the price pro-forma in the price bid shall not be given cognizance. Should the bidders have any remarks / comments / conditions, the same shall be brought forward in the un-priced bid itself and resolved before opening of the price bid. The prices quoted should remain firm during the validity of the offer and extension(s) if any and until entire works are completed. No escalation whatsoever shall be allowed during the currency of the contract.
- 29.0 The bidders shall confirm their acceptance in the entirety of the bid to all the sections,sub sections and clauses contained therein.
- 30.0 The successful tenderer shall be required to execute an agreement in the prescribed pro-forma in non-judicial stamp paper of appropriate value. The contract agreement shall be signed within 15 days from the date of receipt of LOI/WO. In case of failure, the LOI issued shall be withdrawn and the EMD already submitted shall be forfeited.
- 31.0 In case bidder takes exceptions to any clause of the tender document not covered in the tender, BCPL has discretion to load or reject the offer on account of such exception if the bidder, on advice of BCPL, does not withdraw the exception.
- 32.0 Bidders are required to quote for the full scope of the work as defined in the tender document. Bidders are also required to confirm in their technical bids that their bids are in compliance to the full scope of work.



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- 33.0 Bidder shall furnish the list of critical equipment to be deployed by him for the work along with their makes / technical data, catalogue, brochure of the manufacturer of the equipment.
- 34.0 It shall be the responsibility of the contractor to obtain entry permits for entry in the premises/plants.
- 35.0 The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be required for the purpose of making the tender and for entering into contract and must examine the drawings and must inspect the site of work and acquaint himself with the local conditions, means of access to work, nature of work and matters pertaining thereto.
- 36.0 The COMPANY reserves the right to terminate the contract without assigning any reason thereof by giving 30 (Thirty) days' notice in writing and the CONTRACTOR and his labour shall vacate the site /work place on the expiry of the notice period.
- 37.0 Following documents form part of the contract:
- General Conditions of Contract
 - Special conditions of contract
 - Scope of work
 - Technical specifications
 - Drawings, sketches, schemes, Formats
 - Price pro-forma
 - LOI/WO
 - Any other requisite document.
- 38.0 Notwithstanding the above, the decision of the Engineer-in-charge shall be final and binding on the contractor.
- 39.0 The legal jurisdiction is subject to Vijayawada court for all legal disputes.
- 40.0 The proposed work is to be carried out on the operating pipeline under high pressure. The contractor therefore shall make all arrangements for the safe execution of the work.
- 41.0 BCPL does not bind itself to accept the lowest or any other tender and reserves to itself the right to accept or reject any/or all the tenders, either whole or in part, without assigning any reason for doing so. No variation in rate shall be allowed on this account under any circumstance.
- 42.0 The contractor shall carry out the works strictly in accordance with specifications, details and instructions of the company's Engineers. The quantities in schedule of works approximately indicate the total extent of works but may vary to any extent and may even be omitted thus altering the aggregate quantity of work and the value of contract. No claim shall be entertained on this account.
- 43.0 The Engineer INCHARGE shall have the power to:-
- Issue the further necessary instruction to the contractor from time to time during progress of the work for the purpose of proper and adequate execution of it and the contractor shall carry out and be bound by the same.
 - Order the contractor to remove or replace any workmen whom the company considers incompetent or unsuitable on the opinion of the company's representative as to the competence of

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



- any workman engaged by the contractor. The decision of EIC shall be final and binding on the contractor.
- 44.0 The contractor has to provide safety kit which consists of Cotton Dress, safety shoes, Gumboot, Cotton Hand Gloves, Helmet, Gum boot, Rain coat etc. during the execution of work.
- 45.0 The contractor shall arrange at his own costs, space for prefabrication / work yard and for the stay of his staff and equipment.
- 46.0 The scope of BCPL shall be to issue to the contractor the necessary materials as specifically mentioned to be in the scope of supply of BCPL.
- 47.0 All the materials in the scope of supply of BCPL shall be issued at the designated stores at Lepetkata and the contractor shall do the needful at his cost to load/unload and transport the same to site/fabrication yard.
- 48.0 The contractor after completion of the Maintenance works shall prepare as-built drawings of the station incorporating the works carried out by him and submit for the approval of EIC. Once approved, the contractor shall submit the same in the form of one reproducible and three hard copies.
- 49.0 Collecting information regarding the operation / breakdown status of the C.P system either from BCPL offices or from site and prompt necessary action for upkeep of the system in its peak performance levels shall be sole responsibility of the contractor.
- 50.0 All necessary consumables such as insulation tapes, Glass fuses, MS/Brass nuts, bolts, washers, cable lugs, Bakelite terminal plates, warning tapes / mats, lubricants, cotton waste, sealing/ encapsulation materials, M-seal etc. any other material required for the execution of works in the scope of the contract shall be entirely be the responsibility of the contractor.
- 51.0 Major spares of CP equipment / installations such as TRU / CPPSM cards etc. required for the routine / breakdown maintenance of the system shall be provided by BCPL. However BCPL may ask the contractor to arrange and provide requisite spares. Contractor will submit the detailed specification, drawing and estimate and on approval of BCPL, will provide the required spare.
- 52.0 All liasoning necessary for carrying out this job including negotiations / discussions with landowner, farmer or any other public / private agency shall be the contractor's responsibility. However BCPL will extend all possible help in this regard but the same shall not relieve the contractor of his responsibilities.
- 53.0 The scope of work for Monitoring in SOR shall be on firm basis i.e, work to be commenced as soon as award of work. However Maintenance Part, the bidder shall quote his unit rate for the items so that required works can be executed as and when necessary. The unit rates so quoted shall be valid for the entire duration of the contract (two year and the extended period if any).Quantities for these items will vary and at times some items may never be executed also.
- 54.0 The contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all **necessary licences** / permissions from the concerned authorities as provided under the various **labour law** legislations including **labour licence** from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970.
- 54.1 The contractor (which shall include the contracting firm / company) should be an independent business establishment / firm having its own P.F. registration number and it shall be solely liable to obtain and to abide by all necessary license / permission from the concerned authorities as provided under the various



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(भारतसरकारकाउपक्रम)
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- labor law legislations including labor license from the Competent Authority under the Contract Labor (Regulation & Abolition) Act, 1970.
- 54.2 The contractor shall be responsible for necessary contributions towards PF, Family Pension, ESI (as applicable) etc. or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the Contractor for rendering services to BCPL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. for the concerned Regional Provident Commissioner and submit necessary proof of having deposited the employees' as also the employer's contributions to the Provident Fund. The contractor shall also be responsible for payment of any administration / Inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BCPL. The contractor would have ESI code (if applicable) from concern ESI Office and submit proof of deposit / return in respect of personnel engage by him.
- 54.3 The contractor shall regularly submit all relevant records / documents in this regard to BCPL representative for verification and subject to that only BCPL will release the amount to be paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill, a copy of the challan in proof of payment of P.F. contribution (employees & employers), ESI contribution along with a detailed statement submitted to RPFC office showing the name of contractor's employees and the amount remitted in respect of the employees.
- 54.3.1 In case of non -applicability of ESI provision, relevant insurance policy for the personnel may be taken by the contractor.
- 54.4 The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 7th of the following month to the personnel by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 54.5 The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 54.6 The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- 54.7 It shall be obligatory on the part of the contractor to submit along with their monthly bills a copy of challan in proof of payment of P.F. Contribution (employees & employers) along with a detailed statement submitted to RPFC office showing the name of contractor's workers and the amount remitted in respect thereof.
- 54.8 No. labor below the age of 18 YEARS. shall be deployed.
- 54.9 In case the contractor intends to engage any labor other than those from Assam, appropriate permission should be sought from the management for the same to initiate any necessary action under the Inter-State Migrant act.
- 54.10 The contractor shall be responsible to engage competent supervisor to supervise and monitor the jobs being performed by the persons to be deployed by the contractor and give suitable direction to the workforce for performance of the jobs so as to meet the contractual obligations.
- 55.0 **INSURANCE & LIABILITIES:**
- 55.1 The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the central, state or local authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of the reasons of the work provided for by this contract whether brought by employees of the contractor or by third parties or any central government, state government or local authority for the following Act(s) and liability.
- 56.0 The contractor shall also discharge obligations as provided under various applicable statutory enactments including the following:
- 56.1 Employees Provident Fund & Miscellaneous Provisions Act 1952
- 56.2 Employees State Insurance Act (ESI) Act 1948
- 56.3 Contract labour (Regulation & Abolition) Act 1970,
- 56.4 Inter-state Migrant workmen (Regulation of employment & Conditions of Service) Act 1979,



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(भारतसरकारकाउपक्रम)
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- 56.5 Minimum Wages Act 1948,
56.6 Payment of Wages Act 1936,
56.7 Workmen's Compensation Act 1923,
56.8 And other relevant Acts, Rules enforced from time to time..
56.9 Transit Insurance
56.10 Damages to property or to any third party.
56.11 The contractor shall take insurance under workmen compensation act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work if awarded.
56.12 The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequences of any accident or damages arising under or by reason of this agreement or execution of contract.



SECTION – VI

SCOPE OF WORK



SCOPE OF WORK

- 1.0** BCPL is operating and maintaining the various Pipelines as under:
- a) 18" Dia Lepetkata - Duliajan Pipeline (Twin), 48 KM long
 - b) 4.5" Dia Lepetkata - Lakwa Pipeline, 48 KM Long
 - c) 24" Dia Raw Water Pipeline (Lepetkata - Buridihing River Intake point, 6.2 KM Long)
 - d) 28" Dia Effluent Treated Pipeline (Lepetkata - Diffuser Point in Brahmaputra River, 15.2 KM Long)
 - e) 20" Dia Naphtha Pipeline (Lepetkata - Railway Siding, 6 KM Long)
 - f) Cooling Water Pipelines (Inside Lakwa Plant)
 - g) Fire Water Pipelines (Inside Lakwa Plant)

The contract will be operated from BCPL, Lepetkata. Contractor has to report to the Engineer- in-charge for day to day Monitoring & Maintenance activities and certification purpose. After certification, contractor has to submit the bill along with certification to EIC for payment.

- 2.0** Permanent Impressed Current Cathodic Protection system has been provided to above pipelines as corrosion protection measure using Transformer - Rectifier units (TRU's) / Cathodic Protection Power System Modules (CPPSM) and anode ground beds. The details of the pipelines with their relevant C.P installations are given at Annexure - I. CP test stations have been installed at regular intervals along the pipeline in order for periodical potential logging there by monitoring the health of the system.

- 2.1** The system is to be maintained so as to achieve the following protection criteria. The pipe to soil potential measurements for steel structures in soil will be between -1.0 and - 1.4 volts with respect to a copper / copper sulphate reference electrode in CP On Condition to achieve PSP in OFF Condition should be between - 0.90 to -1.20 Volt with respect to a copper / copper sulphate reference Half Cell With the relative cathodic protection system cycled "ON" and "OFF" any positive potential shift (with the system "ON") in excess of 20 mV will be investigated for interference.

- 3.0** Monitoring and Maintenance of CP system in the scope of this tender shall be carried out in accordance with established codes and standards, accepted engineering practices, manufacturer's recommendations and to conform to local statutory regulations.

4.0 CONTRACTOR'S SCOPE:

- 4.1** The contractor has to provide all labourers, experienced personnel, Tools and tackles, test equipments& instruments, consumables required for monitoring and maintenance of the CP system along with independent vehicle (Four Wheel Drive) in good condition.
- 4.2** Minimum One CP Engineer or Diploma Engineer with minimum 3 year Experience in the field of cathodic protection with skilled technicians and helper for monitoring & Maintenance of CP system of BCPL.
- 4.3** Before start of the monitoring and maintenance activities, contractor has to offer the BCPL representative for witnessing / Inspection of the activities. Contractor has to facilitate the BCPL representative for the inspection of the activity.
- 4.4** BCPL has the right to wave of the witness / Inspection on the case to case basis.
- 4.5** In order to have proper assessment of the work, contractor is advised to see the quantity and nature of work by visiting the various pipeline installations and site before quoting the prices.

The latest version of the following codes and standards shall apply:

B.S specifications
ANSI specifications
NEMA publications
NACE standards



IEC standards
DNV standards
IEEE publications
BIS codes
DIN standards

5.0 SCOPE OF WORK:

5.1 It is necessary to carry out Monitoring, Preventive maintenance and breakdown maintenance of cathodic protection of installations / equipments of BCPL's pipelines as per the terms and conditions of this tender document.

The CP installations / equipment referred above include but not limited to the following:

- TR Unit/CPPSM/C.P station: Auto / Manual TR units/CPPSM, Ground bed, Cathode Junction box, Reference electrode, anode ground bed, Anode Lead Junction Box(ALJG) and associated cabling and structures etc.
- Installations along pipeline route: CP test stations with Polarization Coupons, Polarization Cells, Cased Crossings, Foreign line crossings, CTSU's, ER Probe etc.
- Dispatch/Receiving Terminals & SV Stations: Insulating joint, Insulating Flange Test Stations, Cathode Junction Boxes, foreign line crossings, CTSU's ERP robe, etc.

5.2 MONITORING FREQUENCY:

Sl. No.	Particulars	Period
1	CPPSM/CPTR Unit Monitoring (CP station)	Monthly
2	PSP Monitoring (Test station)	Bi-monthly (on/off survey in every alternative bi-month)
3	Earth Pit Monitoring	Half Yearly
4	Anode Ground Bed Monitoring	Half Yearly
5	ER probe Monitoring	Quarterly
6	Battery Bank monitoring	Bi-monthly

6.0 PROCEDURE & SCOPE:

6.1 MONITORING - Monitoring of the CP system as mentioned is to be carried out in order to study the health / operating status of each and every installation and the protection level of the pipeline. Monitoring of C.P system shall include but not limited to measurement /observation, recording and reporting of the following:

6.1.1 CPPSM/CPTRU

6.1.1.1 **Monthly Monitoring** of CPPSM / TRU include but not limited to recording of the Operating parameters as per format provide by BCPL, setting of the unit if required as per PSP of nearest TLP & as per Instruction of EIC, observation for any problems, Conformation of CPPSM /TRU parameter from BCPL Control Room with SCADA including calibration of Transducer if parameters of Unit is not matching with SCADA.

6.1.1.2 Preventive Maintenance includes cleaning of unit by Vacuum cleaner at least once in a six month, checking of the External cable connection in the unit etc, contractor has to furnish the schedule preventive maintenance.

6.1.2 Pipe to Soil Potential (PSP) & TLP

6.1.2.1 **Monitoring** – PSP & TS Monitoring & Maintenance covers Recording of Pipe to Soil Potential w.r.t Cu/CuSO₄ half- cell at normal TS, Carrier &Casing pipes at Cased Crossing, Protected & Unprotected pipe at IJ's, Recording of Polarization Coupons ON & OFF Reading by switching off the Magnetic read Switch, Recording of Line Current Measurement along the pipeline at "B: Type TS, Recording of Foreign Pipeline parameter, Recording of the Polarization Cell conditions. All these parameters are to be noted as per the format provided by BCPL. CP test stations' monitoring also includes once in a year ON/OFF PSP to be



logged with suitable interrupter at respective CP stations. The contractor shall not be paid separately for this, and contractor needs to quote rates against this item considering this work also. However GPS based timer for interruption shall be issued by BCPL.

6.1.2.2 Up keeping of the Test station i.e. regular cleaning, sealing of the inside & outside of the Test Stations, Terminals, replacement of the nut & Bolts if found defective during the monitoring. Oiling of the Door Hinge every Visit etc., any other maintenance requires to upkeep the TS in healthy conditions not limited to above.

6.1.3 **CTSU & ER Probe** – BCPL will provide the Data retrieval tool for ER Probe & CTSU on returnable basis in working condition. Contractor has to collect the Data retrieval tool from BCPL, Down Load the Data of the CTSU & ER Probe and submit the report with analysis.

6.1.4 **Anode Ground Bed (AGB) & Anode Lead Junction Box (ALJB)**

6.1.4.1 **Monitoring of AGB / ALJB includes the** Recording of Resistance & Current of the individual Anode and Total AGB; Resistance is to be measured by Three Pin Wenner Method with respect to remote Earth; Adjusting Variable resistance to equal the Individual Anode Current.

6.1.4.2 **Maintenance of ALJB & AGB** includes the general maintenance of ALJB like cleaning & checking of the ALJB, Tightening of the terminal, replacement of the defective Nuts & Bolts, Oiling of the Hinges etc. any other maintenance requires to keep the AGB in healthy condition is not limited to above.

6.1.5 **Battery Bank** - Monitoring and Maintenance of Battery Banks installed in SV Stations and terminals. This includes the cleaning of Battery Terminals, topping up battery cell by DM Water, recording of the Cell Voltage & Specific Gravity. All material consumable tools including Hydrometer, DM Water etc. are in the scope of Contractor. Quality of DM water is to be supported by Lab test report.

7.0 **PREVENTIVE MAINTENANCE:**

7.1 The contractor will carry out preventive maintenance of various equipment's /installations in line with the manufacturer's recommendations and guidelines of EIC.

7.2 The schedule for preventive maintenance activities will be prepared by the contractor in a manner so as to complete all the activities within each month. The schedule so prepared shall be submitted well in advance for approval of EIC.

8.0 **BREAKDOWN MAINTENANCE / REPAIRS IN CP SYSTEM:**

8.1 Based on the monitoring results the contractor will submit a consolidated list of various breakdowns, damages, faults etc. on Monthly basis for review of EIC. The break down maintenance shall be carried out by the contractor under the guidelines and instructions of the EIC within 24Hrs.

8.2 The contractor will be responsible for carrying out various general maintenance activities as included in the schedule of rates on 'as and when necessary basis' under the instructions of EIC.

8.3 In view of pipelines being under gas pressure / charged with gas, cad welding method for making pipe to cable connection is not permissible. Pin-brazing or method shall be used for all such connections. Having completed the brazing / soldering, the joint will be epoxy encapsulated and holiday testing (Holiday detector will be provided by BCPL).

9.0 **CP MONITORING WORK:**

9.1 The contractor shall prepare and submit the schedule to the Engineer-in-charge within 10days of award of work for approval, a detailed schedule of works i.e monthly calendar for the various CP monitoring jobs such as monthly TR unit monitoring, Quarterly PSP monitoring, Half yearly anode bed monitoring and Half yearly Earthing system monitoring along etc. with Performa for reporting for these various activities. After approval of the same, the contractor shall adhere strictly to this schedule and in extreme cases when the same is not possible, the same shall be immediately informed to the concerned official in writing for change of schedule.



- 9.2 The Field report of the each activity should be submitted immediately after completion of activity, and final report of Three Hard Copies with one soft copy along with observation summary for the various activities including Graph of PSP Monitoring shall be submitted to the Engineer-in-charge every month by the 30th of the month, if 30th of a month fall on holiday, the same shall be submitted on the next working day.

10.0 MAINTENANCE JOBS:

- 10.1 Based on the monitoring results the contractor will submit a consolidated list of various, damages, faults etc. on Monthly basis for review of EIC. EIC will issue necessary instruction on the basis of items mentioned in the SOR.
- 10.2 Time schedule for such jobs shall be as per the quantum of work, urgency of requirement and field conditions which shall be as spelt out in the communications.

11.0 MATERIALS IN THE SCOPE OF SUPPLY OF CONTRACTOR:

- 11.1 The contractor shall supply various items / CP materials, spares etc. generally of the same specifications as are installed in the system at present.
- 11.2 The contractor shall submit detailed specifications, catalogues, drawings etc. along with price details of the material proposed to be supplied, for prior approval of EIC.
- 11.3 Payment against such materials / spares as may not be covered in the schedule of rates shall be made at the rates decided as per GCC. Decision of EIC in this regard shall be final and binding.

12.0 DOCUMENTATION:

- 12.1 All necessary formats proposed to be used shall be submitted by the contractor immediately upon award of work, prior to mobilization for review and approval of EIC.
- 12.2 After completing the work, the contractor shall submit three copies with one soft copy either in Floppy or CD of the monitoring and maintenance reports of the concern month to the EIC.

13.0 SPECIFICATIONS FOR ITEMS & WORKS FOR MAINTENANCE:

The detailed specification of each system and equipment under the scope of supply of the contractor shall be furnished by him. However, minimum requirements for the major equipment to be supplied by the Contractor are given below.

- i) All equipment shall be new and supplied by approved reputed manufacturers. Equipment offered shall be field proven. Equipment requiring specialized maintenance or operation shall be avoided as far as possible and prototype equipment shall not be accepted. All materials make and installation shall be subject to approval by the EIC.
- ii) The equipment, accessories and material supplied shall comply in design, construction and performance with the latest relevant Indian and International standards together with the requirements of concerned authorities having jurisdiction over all or part of their manufacturer, installation and operation.
- iii) System / Equipment design shall be suitable for the service condition involved and shall be complete with all necessary weather proof and corrosion facilities, including tropicilisation to prevent damaged due to climate, saline atmosphere, dust and corrosive vapours.
- iv) Owner / Engineer shall visit during manufacturer of various equipment to assess the progress of work as well as to ascertain that only quality raw materials are used for the same. Contractor shall provide all necessary assistance during such inspections.
- v) The minimum testing and inspection requirements for all components / equipment shall conform to the requirements as defined in the relevant codes and standards.

13.1. Test Station (TS)



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Test station/ ALJB/ CJB shall be a standard product of the manufacturer regularly used for impressed current cathodic protection system. The weather proof junction boxes shall be supplied in accordance with the following specifications and data sheets.

- Indian Standards Institution (ISI)
- International Electro Technical Commission (IEC)
- American Standards Institution (ANSI)
- British Standards Institution (BS)

Test Station shall be post mounted and TS Box will be fabricated from 3mm thick MS sheet. It should meet IP - 55, IS 2147(1962) protection requirements. The post for mounting is a 100mm dia MS/GI pipe. The test station shall be in THREE separate parts-

- 1) Elbow 100mm Dia MS/GI pipe long radius bend with one end 300 X300 mm square and 10 mm thick plate should be welded;
- 2) Post - 100mm dia with one end 300 X300 mm square and 10 mm thick plate should be welded, and another end flange suitable to 4" (100mm) dia pipe should be welded;
- 3) TS box Enclosure: Shall be completely enclosed, Outdoor type, 3 piece post mounted type, natural air cooled, IP - 55, IS 2147(1962) construction. The cabinet shall be made from 10 SWG/3mm mild steel. The cabinet has hinged front door with neoprene gasket and pad lockable and shall be dust / vermit / weather proof.

Dimension:	Test Stn.: 300mm(H)x300mm(W)x200mm(D) CJB & AJB: 400mm (H) x 500mm (W) x 200mm (D)
Cable Entries:	Cable entries shall be through pipe.
Painting:	Surface preparation SA½, Hot Dipped Galvanized – 80um, One coat Epoxy Primer, Two coat of Epoxy Paint IS 631Shade.
Name Plates and Labels:	All internal component identification labelling is done using permanent screening/ marker
Input/ Output Terminals:	Stainless steel stud with nut, spring and plain washer
Insulation Level in Between terminals & body	2KV for 1 minute at 50Hz
Shunt Type:	Maganin Alloy
Shunt Rating:	50A = 50mV
Resistor Rating:	Cressol Type – strip wound 01 ohm
Bus bar:	Tinned Copper Bus Bar – 25mmx6mm
Output Circuit Configuration:	
CJB:	Cathode Bus output distributed into 4 circuits with measurement point with 2 spare circuits I line with current measuring shunt & resistor
AJB:	Anode Bus output distributed into 10 circuits and 2 spare circuit in line with current measuring shunt & resistor

All metal surfaces shall be thoroughly cleaned and degreased to remove mill scale, rust, grease and dirt using metal wire brush, sand paper, and lint free cloth. Fabricated structures shall be pickled and then rinsed to remove any trace of acid. applying painting The enclosure & pipe shall be painted with one coat (75 micron) of high build epoxy primer and two coats (50 microns each) of high build epoxy enamel paint including supply of paint of Asian, Burger, Shalimar, Jonson & Nicolson or EIL Approved brand, metal brush, sand paper, all tools and tackles as per direction of EIC to complete the work in all respect. The paint shall be applied on internal and external surface of enclosure.

All above mentioned should be bolted with each other. Door of TS box should also be removable from box.



The scope of supply shall include enclosure with terminal plate and terminals, MS/GI pipe for post mounting with pipe bend as necessary for access to cables, cables as necessary, door with lock, foundation plate, foundation bolt etc.

13.2 Permanent Reference Electrode

The permanent reference Electrode will be used for reference pipe-to-soil (PSP) measurement for automatic control for permanent cathodic protection (ICCP) of various pipelines. It shall be Cu-CuSO₄ type. Copper shall be of very high purity and copper sulphate shall be laboratory grade. It should be non-polarizing and should have least possible internal resistance. The typical specification for the permanent reference electrode shall be as followed.

Type	Solid State
Design Life	20 YEARS.
Burial	Direct to parent soil (Without Back fill)
Stability:	+/- 10 mV with 3.0 microamps load.
Temperature Range:	+32 to +135 F (0 to +57.2 C)
Deviation of potential	less than +/- 10mV
Permeable Membrane	Ceramic Tube
Moisture Absorption	Membrane
Chloride Ion Trap	Twin Layer Membrane
Sensing Area	More 57 Sq. Inch
Dimension (Minimum)	Equal or More Dia – 2” x 9.25” Long
Electrode	Electrolytic Grade Copper Metal
Electrode Configuration	Single Strand Center Connected.
Electrolyte	Electrolytic Grade Copper Sulphate
Electrode Connection Support	ABS Holder
Electrode Connection Termination	Crimped & Soldered
Cable	4 MM ² Copper PE / PVC Insulated
Cable Length	10 Meter
Dimensions given is the minimum	

13.3 Pre - Packaged Magnesium Anode with tail Cable

The composition of anode and back filled material and other properties of the anode shall be as follows.

	Higher Potential	Lower Potential
	Type	Type
Manganese:	0.5 – 1.3 %	0.15 – 7 %
Copper :	0.02 % Max	0.02 % Max
Silicon :	0.05 % Max	0.1 % Max
Zinc :		2.5 – 3.5 %
Aluminium :	0.01 % Max	5.3 – 6.7 %
Iron Fe:	0.03 % Max	0.003 % Max
Nickel :	0.001 % Max	0.002 %Max.
Calcium :		0.03 % Max.

Others Metallic Elements

Each :	0.05 Max	
Total :	0.3 Max	0.3 Max
Magnesium:	Balance	Balance
Anode Open Circuit Potential	1.75 Volt	1.55 Volt
Anode Consumption Rate	7.9 Kg / AYr Max	7.9 Kg / A Yr Max

13.4 Pre -Packaged Zinc Anode with tail Cable

The composition of anode and back filled material and other properties of the anode shall be as follows.



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

Aluminium	: 0.005 % Max
Cadmium	: 0.003 % Max
Copper	: 0.002 % Max
Iron Fe	: 0.0014 % Max
Lead	: 0.003 % Max
Others	
Remaining	: Zinc
Cable	: 35 mm ² Approx 10 Meter
Back fill	
Bentonite	: 20 %
Gypsum	: 75 %
Sodium Sulphate	: 5 %

13.5 Pipe to Cable Connection

All cable connections on the pipeline, including involved foreign pipelines, if any, shall be made by approved procedure. The joints along with the suitable sealing material overlapping to the pipe coating and such seals are to be checked for holidays with holiday detector. The contractor shall submit the procedure of making pipe to cable connection for approval to EIC.

13.6 Cable & Cable Laying (Including supply of cables)

- Cable Shall be of annealed high conductivity stranded tinned copper conductor 600 /1100 V grade PE sheathed PVC Insulated armoured.
- Cable shall be laid accordance with approved layout drawings and as per BIS specification and IEE rules. No joints shall be permitted in single run of anode and cathode cable. Cable rout shall be carefully measured for cutting of cable to required lengths.
- All cable inside station / plant area shall be laid at a depth of minimum 0.75 meter. Cable outside station / plant area shall be laid at a depth of 1.5 meter. Cable shall be laid in sand under brick cover, backfield with normal soil. The cable rout shall be marked with polyethylene cable warning mats placed at depth of 0.6 m from the finished ground level.
- All un-armoured cable shall be enclosed by GI pipes of proper size while passing through road crossing.

13.7 Painting of Existing TS / AGB / CJB – Painting included surface preparation by removing loose paint, mill scale etc. with MS Scrapper Patti / wire brush / polish paper / degreasing, applying one coat of 75 Micron Red -Oxide primer and Two coats 50 micron each of Enamel paint of Asian, Burger, Shalimar, Jonson & Nicolson or EIL Approved brand as per direction of EIC, after Painting BCPL TLP No. XXX, Pipeline Ch. XXX.XXX KM should write on back of TLP Box.

Or, Painting included surface preparation by removing loose paint, mill scale etc. with MS Scrapper Patti / wire brush / polish paper / degreasing, applying one coat of 100 micron Self Priming Epoxy Primer and Two coats 50 micron each of Finish Epoxy Paint of Asian, Burger, Shalimar, Johnson & Nicholson or EIL Approved brand as per direction of EIC, after painting, BCPL TLP No. XXX, Pipeline Ch. XXX.XXX KM should write on back of TLP Box.

13.8 Skilled technician means a person having good operating knowledge of CP equipment i.e. Pipeline Current Mapper (PCM), Pipeline Locater, DCVG Instruments, Holiday Detector, Data Logger of ER Probe etc.

13.9 Data logging – Scope includes the Data Logger and arrangement of Reference Cell on temporary basis at the location where data is to be logged. 24 Hrs. Data logging of the pipeline at the location decided by BCPL. Analysing the Data and submitting the Logging Data with recommendation.



13.10 List of Some Special Tools / Equipment provided by BCPL on requirement basis. However, Contractor has to collect the Equipment from BCPL Designated Store and return to BCPL after completion of the work in good & working condition.

- Non Sparking Tools, if required
- Pipeline Current Mapper
- Holiday Detector
- Spares Cards
- Data retrieval Tool for CTSU & ER Probe.

13.11 Minimum Tools required for Monitoring and Preventive Maintenance is listed below required to be available with Contractor at site along with tool box.

- Digital Multi-meter of reputed Brand which have the resolution of 0.01mV & 0.01mA - 02 Nos.
- Data Logger - 02 Nos.
- Calibrated Cu CuSO₄ Portable Reference Half- cell - 02 Nos.
- Vacuum Cleaner - 01 No.
- Open Spanners 10 to 22 - 01 Set
- Screw Driver Set - 01 Set
- Cutting Plier 8" - 01 No.
- Nose Plier 6" - 01 No.
- Adjustable Spanner 8" - 01 No
- Other consumables like cleaners, degreasers, marking cloths, cotton waste, Teflon taps, m-seal, achieves, jointing kits, etc.

However, Contractor shall arrange any tools and tackles require for monitoring and preventive maintenance works under this contract immediately as and when basis. No extra charges will be paid for this arrangement.



Details of Installations

A. List of Terminal/SV Stations:

Sl. No.	Name of Pipeline	Terminal/SV No.	Location	Chainage
1	18" Dia Lepetkata - Duliajan Pipelines	Lepetkata Receipt Terminal	Lepetkata, Dist.-Dibrugarh	0.000 KM
2	-Do-	SV-1	Ghodamora Tea Estate, near Lahowal, Dist.-Dibrugarh	15.500 KM
3	-Do-	SV-2	Tengakhat, Dist.-Dibrugarh	31.500 KM
4	-Do-	Duliajan Despatch Terminal	GDU, Duliajan, Madhupur Tea Estate, Dist.-Dibrugarh	47.680 KM
5	4.5" Dia Lepetkata - Lakwa Pipeline	Lepetkata Receipt Terminal	Lepetkata, Dist.-Dibrugarh	0.000 KM
6	-Do-	SV-1	DihingThakaraniGaon, Jokai, Dist.-Dibrugarh	5.500 KM
7	-Do-	SV-2	ChnemariGaon, Rangalao Bazar, Dist. -Dibrugarh	12.950 KM
8	-Do-	SV-3	Tiloi, Dis.-Dibrugarh	25.800 KM
9	-Do-	SV-4	DumarDalong Tea Estate, Dist.- Sivasagar	37.350 KM
10	-Do-	Lakwa Dispatch Terminal	BCPL Plant, Lakwa, Dist.- Sivasagar	47.500 KM
11	24" Dia Raw Water Pipeline	Intake water	Buridihing River, near gammon bridge, Dist.- Dibrugarh	0.000 KM
12	-Do-	Lepetkata Plant	Lepetkata, Dist.-Dibrugarh	6.200 KM
13	28" Dia Effluent Treated Pipeline	Lepetkata Plant	Lepetkata, Dist.-Dibrugarh	0.000 KM
14	-Do-	Diffuser system	Brahmaputra River, Bogibil, Dist.- Dibrugarh	15.200KM
15	20" Dia Naphtha Pipeline	Naphtha Receiving Terminal	Lepetkata, Dist.-Dibrugarh	0.000 KM
16	-Do-	Naphtha Dispatch Terminal	Railway Siding LalmatiGaon, Dist.-Dibrugarh	6.000KM

B. List of CP Stations

Sl. No.	Location	Pipeline	CPPSM/CRU
1	Pipeline Equipment Room, Lepetkata	18" Dia Lepetkata - Duliajan Pipelines	CPPSM
2	SV-3, Tiloi, Moran	4.5" Dia Lepetkata - Lakwa Pipeline	CRU
3	Strom Water Pump House, Lepetkata	24" Dia Raw Water Pipeline	CRU
4	Strom Water Pump House, Lepetkata	28" Dia Effluent Treated Pipeline	CRU
5	Railway Siding Lalmati Gaon, Dist.-Dibrugarh	20" Dia Naphtha Pipeline	CRU

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
(भारतसरकारकाउपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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6	Lepetkata Plant	Cooling Water Supply and Return Pipelines	CRU
7	Lepetkata Plant	Fire Water Pipelines	CRU

C. List of Stations With Battery Bank under Scope of the Contract

Sl. No.	Location	Pipeline	Remarks
1	SV-1, Ghodamora Tea Estate, near Lahowal, Dist.-Dibrugarh	18" Dia Lepetkata - Duliajan Pipelines	48V 2 X 600AH
2	SV-2, Tengakhata, Dist.-Dibrugarh	-Do-	48V 2 X 500AH
3	Dihing Thakarani Gaon, Jokai, Dist.-Dibrugarh	4.5" Dia Lepetkata - Lakwa Pipeline	48V 2 X 500AH
4	ChnemariGaon, Rangalao Bazar, Dist.-Dibrugarh	-Do-	48V 2 X 500AH
5	Tiloi, Dis.-Dibrugarh	-Do-	48V 2 X 500AH
6	DumarDalong Tea Estate, Dist.-Sivasagar	-Do-	48V 2 X 500AH

D. List of TLP's for 18" Dia Lepetkata - Duliajan Pipelines

TLP No.	TLP TYPE	Chainage KM	Location	Remark
1	F	0.000	Lepetkata Boundary wall	
2	B	0.094	Sessa River U/S	
3	BL	0.154	Sessa River D/S	
4	A	1.154	Paddy Field	
5	AL	2.154	Near TP-7	
6	AL	3.154	Paddy Field	
7	AL	4.154	Near 18 " & 4.5 " Diversion Point	
8	AL	5.154	Near TP-13	
9	AL	6.045	Near TP-15	
10	AL	7.045	Cart Track	
11	AL	8.045	TP-16	
12	AL	9.045	Paddy Field	
13	AL	10.045	TP-18	
14	BL	11.050	TP-22	
15	AL	12.050	LT LINE	
16	AL	13.050	Paddy Field	
17	AL	14.050	Paddy Field	
18	AL	15.000	TP-26	
19	J	15.470	SV-1	
20	AL	16.470	Paddy Field	

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



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

21	AL	17.470	Paddy Field	
22	AL	18.470	Paddy Field	
23	AL	19.470	LT LINE	
24	EL	20.433	P/L Crossing	
25	EL	21.381	P/L Crossing	
26	EL	22.329	P/L Crossing	
27	EL	23.156	P/L Crossing	
28	BL	24.156	R.Crossing	
29	AL	25.156	Cart Track	
30	AL	26.156	Paddy Field	
31	AL	27.156	Metal road	
32	AL	28.156	Paddy Field	
33	AL	29.156	Metal road	
34	AL	30.156	Metal road	
35	AL	31.47	SV-2	
36	C	31.547	NH	
37	C	31..66	NH	
38	AL	32.622	TP -57	
39	EL	33.622	P/L Crossing	
40	AL	34.622	Paddy Field	
41	AL	35.650	Paddy Field	
42	BL	36.742	RIVER CROSSING	
43	B	36.850	RIVER CROSSING	
44	EL	37.951	P/L Crossing	
45	AL	38.951	Metal road	
46	AL	39.951	Cart Track	
47	AL	40.951	Cart Track	
48	EL	41.238	P/L Crossing	
49	EL	42.238	P/L Crossing	
50	AL	43..238	Metal road	
51	CL	44.493	RLY Crossing	
52	C	44.541	RLY Crossing	
53	AL	45.541	Brick Road	
54	AL	46.541	Madhuban TE	
55	KL	47.04	Duliajan BCPL	

E. List of TLP's for 4.5" Dia Lepetkata - Lakwa Pipeline

TLP No.	TLP TYPE	Chainage KM	Location	Remarks
1	AL	5.15	Paddy Field	
2	A	5.500	SV-1	

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



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

3	AL	6.154	Paddy Field	
4	A	7.500	Paddy Field	
5	A	8.500	Embankment	
6	A	9.500	Paddy Field	
7	A	10.500	Near Buridhinh River	
8	BL	11.406	River crossing	
9	B	11.710	River crossing	
10	ML	12.810	HT LINE CROSSING	
11	A	12.920	SV-2	
12	C	13.064	NH -37	
13	C	13.100	NH-37	
14	CL	13.746	RLY Crossing	
15	C	13.788	RLY Crossing	
16	AL	14.788	Paddy Field	
17	A	15.788	Embankment	
18	AL	16.788	TP-30	
19	AL	17.788	Embankment	
20	B	18.198	River crossing	
21	B	18.270	River crossing	
22	B	18.400	River crossing	
23	AL	18.722	River crossing	
24	A	19.722	Cart Track	
25	AL	20.772	Metal road	
26	BL	21.791	River crossing	
27	B	23.156	River crossing	
28	AL	22.887	Metal road	
29	AL	23.887	TP-41	
30	AL	24.887	Cart Track	
31	EL	25.736	P/L Crossing	
32	A	25.77	SV-3	
33	AL	26.770	Paddy Field	
34	AL	27.770	Cart Track	
35	AL	28.770	Cart Track	
36	AL	29.770	Cart Track	
37	AL	30.770	NALA	
38	AL	31.770	TP -63	
39	C	32.056	NH-37	
40	CL	32.080	NH-37	
41	CL	33.235	RLY Crossing	
42	C	36.271	RLY Crossing	
43	EL	33.700	P/L Crossing	

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



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

44	AL	34.700	Metal road	
45	AL	35.700	Paddy Field	
46	AL	36.700	Near hazwa TEA	
47	AL	37.320	SV-4	
48	B	38.130	River crossing	
49	BL	38.238	River crossing	
50	AL	39.240	Paddy Field	
51	AL	40.24	Cart Track	
52	B	40.586	River crossing	
53	BL	40.622	River crossing	
54	AL	41.622	Cart Track	
55	AL	42.622	Paddy Field	
56	AL	43.622	Paddy Field	
57	AL	44.622	Paddy Field	
58	M	45.352	HT LINE CROSSING	
59	EL	45.721	P/L Crossing	
60	B	45.964	River crossing	
61	BL	46.054	River crossing	
62	FL	47.04	DS LAKWA	

F. List of TLP's for 24" Dia Raw Water Pipeline

TLP No.	Type	Chainage KM	Location	Remarks
1	CL	Extended	Water Intake point	
2	C	Extended	Rly Crossing D/S	
3	C	Extended	NH Crossing U/S	
4	C	Extended	NH Crossing D/S	
5	CL	0.57	Embankment-cased crossing	
6	C	0.606	Embankment-cased crossing	
7	M	0.685	132KV HT line field	
8	AL	1.685	Near HT line	
9	AL	2.685	Field	
10	BL	3.805	Sessa river crossing	
11	B	3.9	Sessa river crossing	
12	AL	4.9	Field	
13	AL	5.9	Near boundary wall, Lepetkata plant	
14	HL	6.745	Lepetkata plant	

G. List of TLP's for 28" Dia Effluent Treated Pipeline

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
(भारतसरकारकाउपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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TLP No.	Type	Chainage KM	Location	Remarks
1	HL	0	Lepetkata plant	
2	AL	1	Near boundary wall of Lepetkata	
3	AL	2	Field	
4	A	2.41	Field	
5	CL	3.553	NH-37 cased crossing	
6	C	3.589	NH-37 cased crossing	
7	AL	4.6	Near nala	
8	AL	5.65	Field	
9	C	6.898	Railway cased crossing	
10	CL	6.974	Railway cased crossing	
11	A	7.974	Cart track	
12	AL	8.974	Nala	
13	BL	9.974	Field	
14	AL	10.974	Field	
15	AL	11.974	Field	
16	AL	12.974	Nala	
17	AL	13.974	Cart track	
18	CL	14	Embankment cased crossing	
19	C	14.14	Embankment cased crossing	
20	FL	15.234	Brahmaputra river bank	

H. List of TLP's for 20" Dia Naphtha Pipeline

TLP No.	Type	Chainage KM	Location	Remarks
1	HL	0	Railway siding	
2	A	1	In field	
3	E	1.459	Crossing with TEDPL	
4	M	1.55	66KV HT crossings	
5	C	2.074	NH37	
6	C	2.137	NH37	
7	A	3.137	In field	
8	AL	4.137	In field	
9	FB	5.15	Lepetkata terminal	

I. List of TLP's for Cooling Water Supply and Return Pipelines and Fire Water Pipelines in Lepetkata Plant will be provided during execution of work.



Other conditions for compliance:

Annexure

Guidelines for adherence to various labour legislations while awarding job/ service contract

1. 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 workers in EPFO Tinsukia.
2. 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.
3. 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.
4. The contractor is liable to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
5. 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.
6. 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 Principal Employer.
7. The contractor shall be solely responsible and indemnify 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.
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.
9. 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.
10. The contractor is required to maintain registers and records as required under different laws.
11. 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.
12. The vendor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.
13. The party will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.

14. Clause in regards to engagement of PAP

That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will



be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.”

- 14.1 So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.
15. While engaging the contractual manpower, contractors are required to make efforts to provide opportunities of employment to the people belonging to Scheduled Castes and weaker sections for the society also in order to have a fair representation of these sections



SECTION-VII

SCHEDULE OF RATES [SOR] ATTACHED AS A SEPARATE SHEET



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CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.

TENDER NO.: BCPL/C&P/LE16W124AD/90000087)

BID SUBMISSION DUE DATE & TIME : 05.08.2016 at 1430Hrs

TO

CONTRACTS & PROCUREMENT DEPT.

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

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

TECHNO-COMMERCIAL / UN-PRICED BID

TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS."



CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

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TENDER NO.: BCPL/C&P/LE16W124AD/90000087)

BID SUBMISSION DUE DATE & TIME : 05.08.2016 at 1430 Hrs.

TO

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



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड
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TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "

"Price Bid – PART - II"

CUT-OUT SLIPS

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STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.**

TENDER NO.: BCPL/C&P/LE16W124AD/90000087)

BID SUBMISSION DUE DATE & TIME : 05.08.2016 at 1430 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.
M/s Brahmputra Cracker and
Polymer Limited (A Government of
India Enterprise), C&P Department,
Administrative Building, PO:
Lepatkata, Distt.: Dibrugarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

**TENDER NO: BCPL/C&P/LE16W124AD/90000087 FOR "HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2
YEARS."**



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

CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

**SUB: HIRING OF SERVICE CONTRACT FOR MONITORING AND
MAINTENANCE OF CP SYSTEM AND ELECTRICAL WORKS OF SV
STATIONS FOR BCPL PIPELINE FOR A PERIOD OF 2 YEARS.**

TENDER NO.: BCPL/C&P/LE16W124AD/90000087)

BID SUBMISSION DUE DATE & TIME : 05.08.2016 at 1430 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.
M/s Brahma Putra Cracker and
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