



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140199/MB

Date: 02/11/2015

To,

BID DOCUMENT FOR SERVICE CONTRACT FOR OPERATION, TREATMENT & UPKEEP OF COOLING TOWER-1 & COOLING TOWER-2 FOR TWO YEARS OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, DIBRUGARH.

OPEN DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
Contract & Procurement Department
M/s. Brahma Putra Cracker & Polymer Ltd.
"Administrative Building", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609

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

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Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

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

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

INDEX

1.	Section -IA	Request for quotation(RFQ)	3-10
		Financial Capability of Bidder – ANNEXURE Z	11
2.	Section -IB	Cut Out slips	16-18
3.	Section -IIA	Instruction to Bidders (ITB)	19-31
4.	Section IIB Formats	Bidder's General Information	F1
		Bid Form	F2
		List Of Enclosures	F3
		Proforma for Bank Guarantee for Earnest Money Deposit	F4
		Letter Of Authority	F5
		No Deviation Confirmation	F6
		Bidder's QueriesFor PreBid Meeting	F7
		Present Commitments Of The Bidder	F8
		Bank Guarantee For Security Deposit	F9
		Declaration	F10
		Acknowledgement Cum Consent Letter	F11
		Profoma for contract agreement	F12
		Brief Summary Of Agreed Terms & Conditions	F13
		Certificate from Bank if Bidder's Working Capital is inadequate	F14
		Documents to be submitted	F15
		Assam VAT – Form 32	F16
5.	Section -III	Special Condition of Contracts (SCC) –PART A	52-61
		Special Condition of Contracts (SCC) –PART B	62-71
		Schedule of Rates(Un-Priced Bid)	12-15
		Schedule of Rates(Priced Bid)	87-90
7.	Section -V	General Condition of Contract (Applicable for Part B)	Attache d
		General Condition of Contract - Goods (Applicable for Part A)	Attache d

Notice Inviting Tender (NIT)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards operation, treatment & upkeep of CT-1 & CT-2 for M/s. Brahmaputra Cracker & Polymer Limited, Dibrugarh for a period of 02 years for BCPL, as detailed below in complete accordance with enclosed tender document:

1) **Salient features of bid document:**

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs. 11, 88,000/- (Rupees Eleven Lakhs Eighty Eight Thousand only)
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20140199/MB
1.2.4	BIDDING DOCUMENT FEE (NON REFUNDABLE)	Rs. 3,000/- (in favour of "Brahmaputra Cracker & Polymer Ltd.", payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee. Offers sent without payment of requisite tender fee will be ignored straightaway
1.2.5	Period of Contract	Period of Contract as per Special Conditions of Contract (SCC) Part-B.
1.2.6	Pre-Bid Meeting	12.11.2015 (if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)
1.2.7	Last date and time for Submission of bid	24.11.2015 up to 14.30 hrs (IST)
1.2.8	Date and time for opening of un – priced bid at BCPL, Lepetkata	24.11.2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days).
1.2.9	Place of submission of bid	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM

1.2.11	Contact Person	Manosh J Borah, SO (C&P) E-mail: arajkhowa@bcplindia.co.in /manosh.borah@bcplindia.co.in Ph. No. +91-373-2914609/35
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The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal, bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document (Tender Fee) by crossed demand draft in favour of **Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam)** along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. **Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above.**

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

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

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

Earnest Money Deposit as specified.

EARNEST MONEY DEPOSIT: Rs. 11, 88,000/-

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

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

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

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

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

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

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

2.2.1 TECHNICAL CRITERIA:

- a) The bidder must have executed at least one single work for continuous span of 12 months with an executed value not less than Rs. 1.48 Crores (One Crore Forty Eight lacs only) for non-chromatic cooling water treatment in Refinery / Petrochemical / Fertilizer / Power / Steel / Gas processing plant in preceding seven years prior to final due date of bid submission. The bidder has to submit work/service order and completion certificate duly certified by Chartered Engineer and Notarized by notary public.

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

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

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

DOCUMENTATION

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

A. FINANCIAL CRITERIA:

- i) The minimum annual turnover of the bidder should be Rs. 1.48 Crores. (Rupees One Crore Forty Eight Lakhs only) in any of the preceding 03 (three) financial years (FY 2012-2013, 2013-2014& 2014-2015).

- ii) The financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-2015
- iii) The minimum working capital of the bidder should be Rs. 29.70 Lacs (Rupees Twenty Nine Lakhs Seventy Thousand only) as per the last audited financial year i.e. FY 2014-2015.

If the working capital of the bidder is less than value required above, then the bidder should supplement this with a letter from their bank, having net worth not less than Rs.100 Cr. confirming the availability of line of credit for the value as indicated above.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with “Details of financial capability of bidder” in prescribed format duly (ANNEXURE-Z) signed and stamped by a chartered accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

3.4 BID EVALUATION METHODOLOGY

The bidder must have to quote for both SOR Part A and SOR Part B subject to meeting of BEC, EMD and other criteria. The total prices for complete scope of services for SOR Part –A & SOR Part –B shall be on overall basis combining (SOR Part A+SOR Part B) inclusive of all taxes and duties excluding Service Tax.

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

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

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in BEC.
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Attested copy of P. F. certificate.
- Attested copy of sales tax registration certificate
- Attested copy of service tax registration certificate
- Attested copy of PAN Card.
- Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.
- Attested copies of all the relevant documents in support of SSI, MSE unit.

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

An undertaking (by the bidders who quotes by downloading the tender from web site) stating that "The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection.

2) **TECHNICAL SPECIFICATION :**

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

3) **SERVICE TAX: -**

Refer Preamble to SOR.

4) **PRICE PREFERENCE-Not Applicable for this tender**

5) **PUBLIC PROCUREMENT POLICY (PPP), 2012-Not Applicable for this tender**

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

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

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

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

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

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

6) PRE-BID MEETING:

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

7) PRICE BASIS:

FOT site basis.

Site: BCPL-Lepetkata, Dibrugarh, Assam.

8) CONTRACT SCHEDULE:

As per SCC part - B

9) VALIDITY PERIOD OF OFFER:

As per SCC part - B

10) VAT / CST No:

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

11) SECURITY DEPOSIT:

Items No.	Security Deposit Value	Description	BG Start Date	BG Validity
Part A & Part B	7.5 % of one year quoted value (excluding taxes and duties)	SERVICE CONTRACT FOR OPERATION, TREATMENT & UPKEEP OF CT-1 & CT-2 FOR TWO YEARS	Starting of contract	24+3 months

Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

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

12) FIXED PRICE:

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

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

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

14) ORDER OF PRECEDENCE:

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

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

- 15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-11 "Acknowledgement Cum Consent Letter" attached in the tender alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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

GENERAL

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

Consignee Address:

Contract & Procurement Department

BCPL Store Section, Brahmaputra Cracker and Polymer Limited,

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

Tel-0373-2914609

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

Yours faithfully,

For Brahmaputra Cracker and Polymer Limited,

(A Government of India Enterprise)

Amrisha Rajkhowa

Sr. Officer (Contracts & Procurement)

E-Mail: arajkhowa@bcplindia.co.in

Ph no: 0373-2914609/635

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT(CURRENCY)
Year1:	
Year2:	
Year3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
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”

SCHEDULE OF RATES (UNPRICED PART-A)
BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140199/MB

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

NAME OF WORK :

NAME OF CONTRACTOR: _____

TENDER NO.:

PART A: SUPPLY OF SPECIALITY CHEMICAL

Sl No	Name of Chemical	Required Quantity in Kgs. per month.		Unit rate per month		Basic Value per month	Total Amount for 02 years
		CT-1	CT-2	Rs/Kg ,d		Rs.	Rs.
		a	b	c	In fig	In words	e=(b+c)*d
i					Do Not Quote	Do Not Quote	Do Not Quote
ii					Do Not Quote	Do Not Quote	Do Not Quote
iii					Do Not Quote	Do Not Quote	Do Not Quote
iv					Do Not Quote	Do Not Quote	Do Not Quote
v					Do Not Quote	Do Not Quote	Do Not Quote
Total Amount for Part-A (Rs):A							Do Not Quote

NOTE:

1. Contingencies and chemicals to be used during contingencies as in clause no. 3.1 of Special Condition of Contract should be covered in above quantities.
2. At least one shutdown per year is expected for during which all equipment and headers shall be drained, chemical cost for re-startup and all other costs which might arise in course of operation of the treatment program should be covered in above quantities.
3. In case of chemicals more than 5 nos., Bidder can extend the same table as per existing format
4. The above rates are inclusive of taxes and duties all other charges.

PART – B: TECHNICAL SERVICE CHARGES:

SN	Services	UOM	Qty	Unit rate (Rs.)		Total Amount for 02 years (Rs)
				In Fig	In words	
1	Lump sum charges for Cooling Water Treatment and operation in CT-1 as per Scope of Work mentioned in RFQ.	Month	24	Do Not Quote	Do Not Quote	Do Not Quote
2.	Lump sum charges for Cooling Water Treatment and operation in CT-2 as per Scope of Work mentioned in RFQ.	Month	24	Do Not Quote	Do Not Quote	Do Not Quote
	Total Amount for Part-B (Rs):B			Do Not Quote	Do Not Quote	Do Not Quote

The above rate is inclusive of all taxes and duties except service tax.

TOTAL AMOUNT FOR EVALUATION

	DESCRIPTION	(In Figures) (Rs.)	(In Words) (Rs.)
A	TOTAL AMOUNT FOR PART-A	Do Not Quote	Do Not Quote
B	TOTAL AMOUNT FOR PART-B	Do Not Quote	Do Not Quote
C	SUB TOTAL (A+B) (INCLUSIVE OF ALL TAXES & DUTIES AND EXCLUSIVE OF SERVICE TAX.):	Do Not Quote	Do Not Quote
D	BIDDER TO QUOTE PERCENTAGE (%) OF SERVICE TAX APPLICABLE ON (V) [PRESENTLY APPLICABLE IS 9.8 % of (C)] (@14 % on 70 % of (C))	Do Not Quote	
ST	AMOUNT OF SERVICE TAX APPLICABLE	Do Not Quote	Do Not Quote
Cvt	AMOUNT OF CENVAT BENEFIT ON SERVICE TAX APPLICABLE(PLEASE QUOTE NUMERICAL ONLY)	Do Not Quote	Do Not Quote
	GRAND TOTAL [(C) +ST - Cvt]		

VAT on works contract / WCT shall be included in the quoted price and no variation shall be payable on VAT on works contract / WCT

NOTE – All contractors are requested to quote for all the SOR items of Part A&B. The evaluation shall be done on overall basis i.e.SOR Part A & Part B.

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140199/MB

SERVICE CONTRACT FOR OPERATION, TREATMENT & UPKEEP OF CT-1 & CT-2 FOR TWO YEARS OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, DIBRUGARH.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24.11.2015

Date and time for opening of bids: 15.00 hrs (IST) on 24.11.2015

From:

To:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140199/ MB

SERVICE CONTRACT FOR OPERATION, TREATMENT & UPKEEP OF CT-1 & CT-2 FOR TWO YEARS OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, DIBRUGARH.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24.11.2015

Date and time for opening of bids: 15.00 hrs (IST) on 24.11.2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

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SERVICE CONTRACT FOR OPERATION, TREATMENT & UPKEEP OF CT-1 & CT-2 FOR TWO YEARS OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, DIBRUGARH.

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Date and time for opening of bids: 15.00 hrs (IST) on 24.11.2015

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

INSTRUCTIONS TO BIDDERS

Table of Contents

A. General

1. Scope of Bid
2. Eligible Bidders
3. Bid Evaluation Criteria
4. One Bid per Bidder
5. Cost of Bidding
6. Site Visit

7. Service Tax

7.1 AHR items

7.2 Income Tax

7.3 Road permit

B. Bidding Documents

8. Content of Bidding Documents
9. Clarification of Bidding Documents
10. Amendment of Bidding Documents

C. Preparation of Bids

11. Language of Bid
12. Documents Comprising the Bid
13. Bid Prices
14. Bid Currencies
15. Bid Validity
16. Bid Security
17. Pre-Bid Meeting
18. Format and Signing of Bid

19. Zero Deviation

20. E-Payment

21. Agent/Consultant/Representative/Retainer Associate

D. Submission of Bids

22. Sealing and Marking of Bids
23. Deadline for Submission of Bids
24. Late Bids
25. Modification and Withdrawal of Bids

E. Bid Opening and Evaluation

26. Bid Opening
27. Process to be Confidential
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 Bids
33. Preference for Domestic bidders
34. Purchase Preference
35. Compensation for Extended Stay

F. Award of Contract

36. Award

- 37. Employer's Right to Accept any bid and to Reject any or all Bids
- 38. Notification of Award
- 39. Signing of Agreement
- 40. Contract Performance Security
- 41. Corrupt or Fraudulent Practices
- 42. Misc.
- 43. Errand Bidder

A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

As mentioned in RFQ covering letter of tender document.

4. One Bid per participant

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Please Refer Preamble to SOR

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit:

For issue of Road Permit Seller shall inform BCPL with details:

Proforma Invoice with following details are also required to get Road Permit

- (i) Place of despatch
- (ii) Date of despatch
- (iii) Quantity and Description of material
- (iv) Value of material
- (v) Expected date of delivery at site
- (vi) CST, Excise duty
- (vii) Freight
- (viii) Other taxes if any for each despatch

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

TENDER FEE

- i) Covering Letter as per format "Submission of tender" enclosed with GCC
- ii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
- iii) Agreed Terms & Conditions duly filled-in at F-13.
- iv) Organization details:
 - (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .
 - (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
 - (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
- v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

15.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

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

iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

- a) Bidder who purchased the bids prior to Pre-bid will be given preference for queries & bidders should send the queries in email mjborah@bcplindia.co.in before 2 days of the pre-bid meeting.
- b) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- c) The bidder is requested to submit their queries /clarifications in the Format F7 of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

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

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

Part I - Techno-commercial/unpriced Bid, EMD/Bid Security

Part II - Priced Bid

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

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

22.4 The two envelopes containing PART '1', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

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

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

23. Deadline for Submission of Bids

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

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally

marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

25.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unprice Bid Opening:

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

26.2 Priced Bid Opening:

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

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

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit. Evaluation methodology is as per SCC clause 39.

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

(f) is substantially responsive to the requirements of the bidding documents; and

(g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

29.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations.

A material deviation or reservation is one

(a) that affects in any substantial way the scope, quality, or performance of the Works;

(b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

30. Correction of Errors

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

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

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

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

30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be

considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

As Per RFQ and SCC Part -B

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

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

42 Misc.

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

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the

contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

43 Errant Bidder

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above:

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

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

1-11 Whether Supplier /
 Manufacturer _____

Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

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

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

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

BID FORM**F2**

To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914609

Dear Sir,

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

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

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

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

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

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

SEALAND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

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

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

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

BIDDER'S QUERIES FOR PREBID MEETING

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF
BIDDER

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

To:

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

Dear Sirs,

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

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

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

Yours faithfully,

_____ Bank

By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date :

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Sr. Officer (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"ADMINISTRATIVE BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

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

- B) Details of Contact person:

(i) Postal Address : _____

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

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

Reasons for non-submission of bid :

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

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

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

Signed and Delivered for and on
behalf of the EMPLOYER.

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1 . _____

1 . _____

2. _____

2 . _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

Clauses confirmed hereunder should not be repeated in the Bid.

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

16		Confirmed that all terms and conditions of the tender are acceptable in totality	YES / NO
17		Confirm that the prices are quoted as per clause 13.0 of ITB.	YES / NO
18		Bidder's name and address	YES / NO
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	YES / NO
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	YES / NO
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	YES / NO
22		Confirm acceptance in totality of the Terms & Conditions contained in:	YES / NO
	i	Instructions to Bidders	YES / NO
	ii	General Conditions of Contract (GCC)	YES / NO
	iii	Special Conditions of Contract (SCC)	YES / NO
	iv	Scope of Work	YES / NO
	v	All other commercial documents/attachments of Bid Document	YES / NO
23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-Z	YES / NO
24		Confirm that bidder has understood Preamble to Schedule of Rates and Schedule of Rates (SOR) completely and bidder has quoted accordingly.	YES / NO
25		Confirm you will register under Assam before the commencement of work for WCT scheme.	YES / NO
26		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	YES / NO
27		SOR has been signed & filled up as quoted exactly in the same format of RFQ	YES / NO
28		All 4 SOR duly quoted have been submitted	YES / NO
29		All items of each SOR has been quoted	YES / NO

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

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

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

Bidder's Name:

Date:

Tender No.:

To
 Brahmaputra Cracker and Polymer Limited
 Lepetkata , Dibrugarh-786006

Dear Sir,

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

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

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

Yours truly

For.....

Authorized signatory)
 Name of the signatory
 Designation

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1	Have you enclosed the duly certified Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Tender Fee has been submitted			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. It is understood that this tender falls under the category of PROCUREMENT OF WORKS and that MSE PREFERENCES ARE NOT ADMISSIBLE FOR THIS TENDER, AS PER PUBLIC PROCUREMENT POLICY (PPP), 2012			

THE ASSAM VALUE ADDED TAX RULES, 2005
FORM-32 [See Rule 28(3)]
FORM OF PARTICULARS TO BE SUBMITTED BY THE CONTRACTEE

To,
 THE ASSISTANT COMMISSIONER OF TAXES
 DIBRUGARH

Sir,
 Whereas I/We Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam (Name and address)
 have entered into contract, with _____ (Name of the contractor).

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

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

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

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

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

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

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

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

I/We declare that as stated above, I/We M/s. Brahmaputra Cracker and Polymer Limited, Lepetkata (Assam)
 have entered in a works contract involving transfer of property in goods (whether as goods or is some other form).

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

Place : DIBRUGARH

Date : _____

SPECIAL CONDITIONS OF THE CONTRACT

SCC: Part -A

1.0 GENERAL:

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

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per(SCC) Part-B.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing,

rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

Items No.	Security Deposit Value	Description	BG Start Date	BG Validity
Part A & Part B	7.5 % of one year quoted value (excluding taxes and duties)	SERVICE CONTRACT FOR OPERATION, TREATMENT & UPKEEP OF CT-1 & CT-2 FOR TWO YEARS	Starting of contract	24+3 months

- 9.1 Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.
- 10.0 TECHNICAL SPECIFICATION:**
As enumerated in Special Conditions of Contract / Scope of Work / Attached Drawing / Details / Schedule of Rates.
- 11.0 TESTS AND INSPECTION:**
- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC.

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.

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

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

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

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

insured that no personnel engaged by the contractor is suffering from communicable disease.

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

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to he Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of and Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 33.6 The venue of arbitration shall be Guwahati.
- 33.7 The award of the Arbitrator shall be final and binding on both the parties.
- 33.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

38.1 SUB LETTING OF WORK:

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

38.2 AFFIDAVIT:

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

39.0 METHODOLOGY OF EVALUATION

The bidder must have to quote for both SOR Part A and SOR Part B subject to meeting of BEC, EMD and other criteria. The total prices for complete scope of services for SOR Part –A & SOR Part –B shall be on overall basis combining (SOR Part A+ Part B) inclusive of all taxes and duties excluding Service Tax.

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

40.0 OTHER SPECIAL TERMS AND CONDITIONS

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

In case of statutory changes, the rate of ED &Cess, CST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening. Bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit.

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

SPECIAL CONDITIONS OF CONTRACT –PART B

&

SCOPE OF WORK

**SERVICE CONTRACT FOR OPERATION, TREATMENT &
UPKEEP OF CT-1 & CT-2 FOR TWO YEARS OF M/S.
BRAHMAPUTRA CRACKER & POLYMER LIMITED,
DIBRUGARH.**

SUBJECT: NON – CHROMATE COOLING WATER TREATMENT AT BCPL, Lepetkata

1.0 GENERAL:

THE SPECIAL CONDITION OF CONTRACT shall be read in conjunction with the GENERAL CONDITIONS OF CONTRACT. THE SPECIAL CONDITION OF CONTRACT shall supersede GENERAL CONDITIONS OF CONTRACT in case of any ambiguity.

The intending bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting their bid. Non familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out in strict conformity with specifications, drawings and bill of quantities. In case of any doubt or dispute as to the interpretation of any clause contained in, the decision of Engineer-In-Charge shall be final and binding on the CONTRACTOR.

2.0 LOCATION OF SITE:

The proposed service is to be provided at Brahmaputra Cracker and Polymer Limited, Lepetkata, Assam.

3. PERIOD OF CONTRACT :

The total period of this contract is **Twenty Four months** from the date of issue of Letter of Intent or as mentioned in LOI/LOA. However, the period of contract may be increased/decreased by giving notice of 30 days OR the contract can be extended for further period of 6 months on the same terms and conditions if desired by BCPL.

4. TECHNO COMMERCIAL EVALUATION OF THE OFFER

4.1 It is mandatory for the bidder to confirm in their Technical Bid itself that they have quoted rates against each and every SOR items (mentioned in the NIT) at their commercial bid.

4.2 Commercial Evaluation of the offer will be done strictly on the basis of Overall value quoted by the bidder i.e. Sum of the values quoted by the bidder against all of the individual SOR items.

5. AGREEMENT :

On award of the work the contractor shall be required to execute an agreement on a non-judicial stamp paper of Rs100.0. Cost of the stamp paper to be borne by the contractor.

6. Following documents form part of this tender document:

1. NIT
2. ITB
3. Special Conditions of Contract
4. Schedule of rates
5. General Conditions of Contract.

7. QUANTITY VARIATION:

The quantity given in the Schedule of rates is approximate and any increase or decrease in the quantity will not affect the rates quoted. The work will be carried out by the Contractor without changing the rates quoted and accepted.

8. INCOME TAX:

Income tax at the prevailing rate as applicable from time to time shall be deducted from Contractor's bills as per Income Tax Act and quoted rates shall be deemed to include this.

9.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

10.0 MISCELLANEOUS:

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

11.0 COMPENSATION FOR DELAY:

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

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

12. LIQUIDATED DAMAGES:

Providing timely & prompt service is the essence of this contract. Failure to provide service would invite deduction at triple of the sanctioned rate of man-day, in case of reduction/absence on any day and in any shift.

13. PRICE ESCALATION:

The rates quoted shall be firm for the entire duration of the contract till completion of work and shall not be subject to any adjustment due to increase in price of materials/utilities or any other input for performance of work and the contract.

14. Sub letting of work without prior written permission of BCPL.

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

15.0 TERMINATION OF CONTRACT:

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

16.0 SUPERVISION OF WORK:

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

17.0 ADHERENCE TO SAFETY REGULATIONS:

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

18.0 NUISANCE:

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

19.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

20.0 CARE OF WORKS:

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

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

- 21.1 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 21.2 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 21.3 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 21.4 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 21.5 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.

- 21.6 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 21.7 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 21.8 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 21.9 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- 21.10 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 21.11 The contractor/contracting firm shall be required to obtain labour license from Regional/Assistant Labour Commissioner, Tinsukia if he engages 20 or more workmen/labours.
- 21.12 The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Tinsukia from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer In charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. The contractor will pay monthly wages to the workers deployed by him through E-payment. Documentary proof of the same is to be attached with monthly running bill.
- 21.13 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly chalaan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer Incharge. The contractor /contracting firm shall be liable to pay bonus to his workmen, whenever applicable.
- 21.14 The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

- 21.15 The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 21.16 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no. 17.14.
- 21.17 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto along with the R.A. bills to the Engineer –In-Charge. The checklist- is indicative for R.A. bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.
- 21.18 The contractor(s) are required to submit copies of Electronic Challan cum Return (ECR) / Electronic challan along with online uploaded list of contract workers / members / subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
- 21.19 No contract worker below the age of 18 years shall be deployed on the work.
- 21.20 While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules and regulations of center / state /local statutory Authorities.
- 21.21 No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL.
- 21.22 That the contractor will ensure engagement of 100% Project Affected Person (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.

22.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:

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

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

The contractor has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company. The bidder shall arrange at his own cost for the personal protective equipment such as safety **helmets, safety goggles, hand gloves, safety shoes, boilersuit, gumboots, PVC aprons and any other PPE** required as per BCPL's safety guidelines in respective area. The bidder will also provide safety uniform (

as per 30.3 of SCC part B). Any non-compliance to the PPEs will be considered as default. For each and every default with respect to the PPEs by any personnel deployed by the contractor or the contractor by himself, a penalty of Rs. 500 /- per instance per person will be levied. The same will be deducted from the monthly RA bill.

24.0 SUPERVISION OF WORK/ATTENDANCE:

The supervision will be done by the contractor and will deploy person who is qualified and having experience of supervision in commissioning/Operation of Refinery/Petrochemical/Fertilizer/Chemical industries so as to supervise job effectively. He shall coordinate operation activities with the Engineer-in-charge and will supervise and control his personnel to be deployed by the contractor and follow the instructions. No extra payment shall be made for the supervision and rates shall be deemed to be included in such work.

25.0 TRANSPORTATION/CONVEYANCE:

The contractor shall make his own arrangement for the transportation, traversal of his personnel's to the place of work (unit also) at BCPL, Lepetkata, Assam.

26.0 LODGING & BOARDING:

The contractor shall make his own arrangement for the lodging and boarding of his own personnel.

27.0 DISCIPLINE :

The contractor will be liable for the discipline and good behavior of all the personnel engaged by him and in case of any complaints received against any of his personnel; he shall arrange to replace such persons within 24 hours of receiving such notice from EIC.

28.0 RIGHT TO GET SERVICES CARRIES OUT THROUGH OTHER AGENCIES:

BCPL has right to accept similar services from other agencies at its discretion.

29.0 Defect Liability Period

For this service contract, the defect liability period is nil. The remaining condition in this regard will be followed as per GCC clause no 80.

30.0 RESOURCE REQUIREMENT: Base Job involves round the clock operation of CT-1 & CT-2. For which , the contractor is required to provide **at least one coordinator (site in-charge) with qualification not less than B.Sc./Diploma in**

Engg. with minimum relevant work experience (chemical/petrochemical/Fertilizer industry) of 5 years. He should be well conversant with the treatment program and capable of analyzing and interpreting the data to fulfill the contractual obligation as per the Scope of Work. The coordinator should advise in writing the dosing rate, blow down rate etc. and maintains the overall treatment program and inventory management. The contractor is also required to provide **minimum one Chemist per shift for day to day water analysis of total cooling water system comprising of both Cooling Towers. The qualification of Chemist should not be less than B.Sc.with minimum relevant work experience of 2 years.** The contractor is required to deploy **minimum one operator per shift** for cooling water operation in each location i.e. CT-1 & CT-2. The qualification of the operator should not be less than **B.Sc./DIPLOMA in Engg. with minimum relevant work experience of 2 years** experience. The Contractor is also required to deploy minimum one helper with minimum 10 + qualification per shift per location for assistance to cooling tower operator in round the clock operation. The contractor will deploy one **mechanical technician having minimum qualification of ITI/10+2 pass with minimum relevant experience of 2 years and one helper in general shift for carrying out minor maintenance job.**

30.1 CV of all personnel who are intended to be deployed for operation for the plant should be submitted to BCPL. BCPL shall review the experience profile of the personnel before allowing contractor to engage them.

30.2 The coordinator of the contract is always required to be available at site for coordination work, monitoring of chemical stocks, reporting, treatment program ensuring round the clock availability of personnel, coordinating with Engineer- In-Charge or his representative and all other jobs related to cooling water system.

LATE REPORTING: The personnel deployed by the contractor should report to duty on time. For every late reporting up to 1 hour a penalty of Rs. 100 /- per person will be levied. If the contract person reports more than one hour late in any shift, it will be also be considered as a lapse and the penalty as per Clause 30.5 will be levied.

30.3 Contractor shall provide to the **workers safety kit** to the workers so that they should always be available in proper safety gear during the plant operation. In this regard it is expected that they will provide minimum cotton uniform-2 sets of pants and shirts per year, safety shoes-1 pair per year, helmet, hand gloves and other safety items as required, to each manpower deployed by him.

30.4 Frequent change of personnel will not be permitted. Any change shall require prior consent of Engineer-in-charge of BCPL. Though Bidder shall promptly replace any personnel not found suitable or acceptable to BCPL.

30.5 If the requisite manpower is not provided in any shift it will be considered as a lapse. For each lapse an amount equivalent to **three times the latest minimum wage of**

the person with defined skill rates as per the Central Government notification will be deducted from the RA bills.

30.6 During regular operation and minor maintenance, **if it is found that failure of equipment/instrument has taken place due to mal operation or negligence on part of the bidder, the cost of the same shall be deducted from the bills of the bidder to the extent decided by the EIC.** All instruction of BCPL Engineer-in-Charge related to operation of the unit shall be promptly followed by contractor.

31.0 Payment Terms:

Contractor is to submit CENVATABLE copy of invoice for supply of chemical(s) under the contract for availing CENVAT benefit by BCPL.

31.1 Running account payment shall be made to the contractor through Finance Dept. against monthly bills, duly certified by **Engineer-In-Charge**. The rates quoted and agreed upon shall remain firm till the expiry of the contract, including maintenance cost, overheads, profits etc. The excise duty on chemicals and service tax will be paid at the rate prevailing at the time of Bill. All running account payments shall be regarded as payment by way of advance against the final payment only and not as final payments for work actually done.

31.2 The monthly payments shall be regulated based on actual consumption or the estimated consumption of chemicals indicated by contractor under SOR (for a quarter on prorata basis) whichever is lower. However, if actual consumption of chemical (s) in any month is more than pro-rata quantity for a month in that case payment for such excess quantity shall be adjusted against short fall if any in other month (s). The payment for all such excess quantities shall be made after end of 12 months (i.e. on annual basis) subject to a maximum of total annual estimated quantity as per contract. Monthly bills should cover quantities of chemicals & amount payable for respective month and also cumulative quantities of chemicals and amount paid as on date.

31.3 In case chemical consumption is beyond annual SOR quantity the payment for such excess quantity supplied shall not be released as per clause 23.2. However BCPL shall release the amount of CENVAT benefit availed on such excess consumption/quantity, if any.

31.4 As per Clause no. **11.2 of SOW**, recovery on account of **BCPL supplied material/chemicals** will be done in quarterly bills. However, if actual consumption of chemical (s) in any quarter is more than pro-rata quantity for a quarter in that case such excess quantities shall be adjusted against short fall if any in other quarter (s). The consolidation of quantities shall be made after end of 12 months (i.e. on annual basis) subject to a maximum of total annual estimated quantity as per contract and the excess recovery done in previous four quarters, if any, shall be refunded.

31.5 Income tax, as per rules of the total value of work shall be deducted at source.

32.0 Handing over:

- i) At the end of the term contract, contractor is obliged to hand over all the facilities, material, equipment, consumables, chemicals, belonging to BCPL in working & good condition to BCPL
- ii) Contractor shall hand over all the documents regarding log sheet, reports to BCPL well in advance prior to ending of the contract.
- iii) Contractor shall pass on authorities, responsibilities & above mentioned things to BCPL or BCPL designated contractor if any. Overlapping period will be decided by BCPL.

CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH R.A. BILLS

Name of Contractor:		
Work Order Details:		
Nature of Contract:		
Date of commencement of contract:		
Duration of contract:		
Month:		
Sl No.	Document	Periodicity
A	Copy of labour license in the name of contractor issued by Assistant Labour Commissioner, Tinsukia {applicable, if contractor is engaging 20 or more workers]*	With first bill
B	Copy of comprehensive insurance cover in the name of contractor(Workmen's Compensation Policy - Table A)	With first bill
C	Proof of PF Coverage letter issued by the concerned EPFO.	With first bill
D	Copy of Register of Wages in Form XVII, which should ensure following	Every month
D.1	Payment of latest applicable minimum wages to all the workers	
D.2	PF deduction of all the workers; indicated in the appropriate column	
D.3	Following certification of EIC as required under CL(R&A) Act, 1970 - <i>"Certified that the amount shown in column No has been paid to the workman concerned in my presence on at"</i>	
E	Statement indicating details of monthly PF deductions in respect of all the workers.	
E	PF Challan	
F	Form 12A	

*** In case labour license is not available at the time of submission of first bill, then copy of the application for license in Fom IV submitted before Assistant Labour Commissioner ,Tinsukia to be attached.**

(ANNEXURE –I)

Brahmaputra Cracker & Polymer Limited

Lepetkata

A: CONTRACTOR'S SAFETY RECORD IN LAST ASSIGNED JOB: -

- Total nos. of employees =
- Working hours / day =
- Nos. of days worked =
- Total man hours worked =
- (total nos. of employees X
workinghrs / day X no. of days
worked)
- No. of fatalities =
- No. of major injuries =
- No. of three days injuries =
- Nos. of minor injuries =
- Total nos. of occupational
Diseases / illness =

B: SAFETY INFORMATION TO BE SUBMITTED BY CONTRACTOR:

Following information to be submitted at the end of the every month to the, office of In-charge (F&S) directly with copy to Engineer-In-Charge.

A. - **Total nos. of employees** =

- Working hrs / days =

-Duration of contract (in days) =

B. **STATUS OF SAFETY – GADGETS**

- Nos. of helmets =

- Nos. of safety belt =

- Nos. of goggles =

Welding Goggles =	Grinding Goggles =	General Goggles =
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- Nos. of hand gloves =

- No. of safety shoe / gum boot =

- Length of barricading tapes =

- Status of warning tags (like =

radiography, road blocking, no entry etc. use)

C. INCIDENT STATUS

Name of safety representative =
- Nos. of minor injuries =
- Nos. of three days injuries =
- Nos. of major injuries =
- Nos. of fatalities (if any) =

D. INSPECTION RECORD

- Gas cutting set & welding machine inspected on & by =
- List of hand tools updated on =
- Hand tools inspected on & by =
- Ladders & lifting tools inspected on& by =

Signature of Site In-charge

Contractor's Signature_____

SCOPE OF WORK (SOW):TECHNICAL

JOB: SERVICE CONTRACT FOR NON CHROMATE COOLING WATER TREATMENT,OPERATION & UPKEEP AT BCPL, LEPETKATA.

1.0 SYSTEM DESCRIPTION :

The cooling water system present at BCPL is fresh water recirculation type. The system will cater the requirement of process, offsite & utility system within the complex. The cooling water system includes cooling towers, cooling water circulation pumps, cooling water treatment facilities viz. chemical dosing for quality control, sulphuric acid for pH control, chlorination system & associated auxiliary systems.

The cooling water system consists of two independent cooling water generation systems:

Cooling Tower-1(CT-1):

Total cooling water demand for ECU & GSU/C2+ liquid recovery unit will be met from this system.

Cooling Tower-2 (CT-2):

Total cooling water demand for other units comprising of PP, LLDPE/HDPE Swing units, CPP, utilities systems etc.

Note:Cooling tower specification – **Attached at Annexure – II A** & make up & cooling water parameters -**Attached at Annexure – II B**

2.0 SCOPE OF WORK IN BRIEF

The main jobs, but not limited to, are illustrated as under:

- 1 Treatment scope covers **supply of specialty chemicals , loading, unloading, handling & dosing of chemicals as per standard operating procedure (including sulfuric acid & chlorine),operation, upkeep, monitoring, evaluation and reporting of all aspects of cooling tower operation** including Pre cleaning & Passivation **as & when required**, regular treatment and other operational contingencies. The objective of operating the treatment is to meet performance guarantee parameters with optimum chemical consumption and **maximum COC**. This should support continuous plant operation without any shutdown caused by Cooling Water system failure.
- 2 Round the clock operation of cooling tower pumps, ID fans, all dozing systems, all rotary equipments,backwashing of SS filter, caustic absorption system etc along with maintaining excellent housekeeping of the area.
- 3 Minor maintenance like flange opening / tightening, leak arrest, lube oil top up, Cleaning of rotary equipments etc.

3.0 TREATMENT PHILOSOPHY:

Dosing skids for dosing of polymeric dispersant, corrosion inhibitor & biocide dosing are available at site for each cooling tower. **Supply of biocides, polymeric dispersant and formulation chemicals** are in the scope of Contractor. For Chlorine dosing for microbiological control & Sulfuric acid dosing for pH control facilities are available at site and **supply of sulfuric acid & chlorine** is in BCPL'S SCOPE.

- a. CORROSION & SCALE CONTROL: The chemical treatment should be based on efficient corrosion inhibition. Treatment with chemical formulations containing corrosion inhibitors and dispersant is recommended. The following guidelines shall be followed for developing the chemicals formulations;
The formulation shall be single and shall be based on Zinc, organo phosphate, Polymeric dispersant. The formulation containing inorganic poly phosphate should have neutral pH. The formulation should be blended in such a way that formulation in the cooling water will maintain the following minimum level of inhibitors;

Zn	1 to 2 ppm
HEDP	8 to 10 ppm
Polyphosphate as PO ₄	5 to 6 ppm
Polymeric Dispersant	20 to 30 ppm
BZT	0.5 ppm

- **Polymeric Dispersant:** A low mol. Wt. (<5000) preferably, PA-SA (Poly Acrylic Sulphonic Acid co-polymer) or AAHAPS (Acrylic Acid hydroxyAllyloxy Propane Sulphonate) based dispersant formulation shall be dosed to maintain a minimum level of 20-30 mg/l in cooling water. The formulation shall be single and shall be dosed by electronic metering dosing pumps. Normal dosing rate will be 100mg/l of formulation based on blow down rate. Dispersant may be dosed separately or it can be combined with the inhibitor into a single formulation with the addition of stabilizer. When 2 formulations are used total combined dosing rate should be 100 mg/l. The chemical formulation shall have sufficient proven performance data both in the laboratory and in the field.

b. MICROBIOLOGICAL CONTROL:

- Chlorination is done continuously in the cooling tower sump to maintain free residual chlorine of 0.3 – 0.6 ppm in the hot return line. Adequate safety system is provided to take care of accidental leakage of chlorine.
- In addition to chlorination dosing, shock dosing of following two biocides @50 mg/l based on hold-up is given alternately once in a fortnight.-Quaternary Ammonium compound based biocide formulation containing a min. of 25% of active ingredients.
-Carbamate / isothiazolene / Bisphane based biocide formulation containing a min. of 25% of active ingredients.

- A suitable bio-dispersant is dosed at appropriate level for effective biocide penetration to kill the micro-organism.

Microbiological control ensures:

- Total bacterial Count : < 105 / ml
- SRB Count : < 100 / 100 ml
- Minimum slime in coolers/ condensers

No algae growth on external cooling tower structures sweated by cooling water.

- Biocide shock dosing is done using transfer pump (one operating + no stand by) Biocide dosing is part of treatment vendor package.

During biocide dosing, Chlorination shall be stopped for 6 hours. Thereafter chlorination shall be given at maximum possible rate.

- Contingency due to oil ingress: To nullify the effect of oil ingress (up to 10 mg/l) in process cooling water system as & when it takes place suitable oil dispersant @1 ppm per 5ppm oil based on hold up volume shall be dosed. The oil dispersant may be Non ionic ethylene oxide based surfactant.

- c. Treatment for pH Control: To lower alkalinity of water Sulfuric acid is dosed for maintain pH of Circulating water in the range 7.5-8.

3.0 **PRECLEANING AND PASSIVATION (As and when required):**

Bidder to submit elaborate procedure including Precleaning and Passivation which shall be followed initially, after Shutdown / Cleaning of exchangers / Turn around along with the Bid. Post shutdown/turn around, flushing of the system should be thoroughly monitored by the Bidder and any deviation should be immediately brought to the notice of the Owner. Passivation chemicals to be arranged within 24 hours notice by CW Treatment Bidder. Bidder has to specify the acceptance criteria for completion of Pre-cleaning and Passivation for successful CW treatment. Whenever required by BCPL, bidder to specify in the bid and carryout on-line chemical cleaning and passivation of identified heat exchangers **as well as pipeline** after having a joint discussion with concerned Plant and Technical services. A detailed procedure for on-line chemical cleaning and passivation to be provided in the bid document and necessary chemicals should be arranged at site by the CW treatment bidder. Bidder to ensure Sterilization of Side stream filters with the help of Biocide during pre-cleaning & passivation. Vendor should execute local/offline preclening and passivation of heat exchangers after cleaning of heat exchanger. In house skid will be supplied to vendor from BCPL. Vendor has to submit SOP for the localized passivation. Report to be submitted immediately after completion of Pre-cleaning & Passivation with photographs of identified heat exchangers (before& after pre cleaning and passivation)

4.0 **PERFORMANCE MONITORING:**

Successful treatment of cooling water depends on continuous monitoring of the system, maintaining proper concentration of chemicals in the recirculation water and also promptly taking the necessary steps to counter the adverse effects resulting from any upsets like, leakage from exchangers, power failures etc.

4.1 **CHEMICAL ANALYSIS**

- Bidder to analyze pH & FRC in circulating water once in every 4 hrs.
- All other parameters as mentioned in Annexure-II B shall be analyzed once in a day including Sundays and holidays.
- Zinc once in a week.
- Bacterial count TBC, SRB should be monitored once in every week. and Fe Bacteria need to be analyzed once in a month and to be reported.
- Bidder must crosscheck the performance of on-line pH analyzer and report any deviation in daily report.
- Bidder to use its own analytical instruments and reagents. Owner will provide space for laboratory.
- Total bacterial count, sulphate reducing bacteria and TBC are to be analyzed on site. The analysis of Bacterial counts shall be done by the contractor with the kit brought by him. However, the infrastructure facility like incubator will be made available by BCPL Lab at Lepetkata.
- The contractor shall furnish daily progress report and monthly report on program performance

Note: In the event of conflict / mismatch of results between owner's lab and that of contractor, joint sampling & analysis shall be done to bridge the gap. Owner's analytical finding will be treated as final.

4.2 **COUPON TEST**

The corrosion rate as measured by mild steel coupons in exposure for one month tested as per ASTM standards should be less than 1.5 mpy. The corrosion rate for Cu, SS and Cupro Nickel coupons should be less than 0.3 mpy. All the corrosion coupons installed for measurement for corrosion rate must be taken from NACE certified Laboratory / manufacturer and the copy of the quality certificate issued by the manufacturer must be submitted

to Engineer-in-charge before installation. Required nos. of coupons, jointly decided, shall be installed on hot return lines including main return header

and critical exchanger outlet as well as on supply line.

On line corrosion measuring instrument installation should be provided by the Bidder along with Technical specification in the bid for corrosion monitoring.

Method of test shall be as per ASTM 2688.

There should be proper sealing arrangement of corrosion coupon Rack. The contractor and owner representative together shall do installation, removal of coupons. Bidder has to measure and estimate the corrosion rate under the witness of Owner's Inspection Dept and Laboratory.

4.3 SCALE MONITORING:

The treatment should ensure no scaling & no reduction of heat transfer capacity of heat exchangers. Heat transfer co-efficient of heat exchangers should be jointly monitored by owner and the bidder once in a week, to assess scaling or fouling. Following are the monitoring parameters:

- ✓ Approach temperatures = $(T_{Po}-T_{Wi})$ for coolers,
- ✓ Terminal temperature = $(T_{Po}-T_{Wo})$ for condensers,
 - Where, T_{Po} = Process out let temperature,
 - T_{Wi} = Cooling water inlet temperature &
 - T_{Wo} = Cooling water out let temperature.
- ✓ HTC (U value) monitoring

4.4 OTHER MONITORING DEVICES:

- Deposit monitor installation on hot water return line and differential temperature reporting in the daily report
- BFM (Bio fouling monitor) installation on hot water return line and differential pressure monitoring and reporting in the daily report.
- On line ORP monitor need to be installed and reported daily.
- Bio trap need to be installed for CT-1 and bio-film thickness to be monitored and reported daily.

The contractor has to supply the above-mentioned items on loan as long as their contract continues.

- 4.5 Contractor shall have a **monitoring package** based on statistical quality control to Continuously evaluate and improve the treatment system control and to predict Occurrence of problems before they become unmanageable. Contractors shall furnish the details of such monitoring package that will be provided by them. Packages for monitoring performance of heat exchangers have also to be furnished by the contractors.

- 5.0 **BLOW DOWN:** The cooling tower blow down water is to be suitable for discharge into inland surface water meeting specifications of IS: 2490 (1981). The treatment chemicals and the program conditions shall meet this requirement without any exception.

6.0 **CONTINGENCY:** Contractor shall furnish details regarding provisions made in the treatment program for effective handling of contingencies such as :

- ❖ Variations in pH
- ❖ Temporary reduction in concentration of inhibitor, anti-scaling dispersant and biocide due to problems in dosing system.
- ❖ Iron excursion in the system
- ❖ Turbidity/Silt & silica increase
- ❖ Hydrocarbon leak
- ❖ Oil & grease (level goes beyond 20 ppm)
- ❖ Contingency plan in absence of chlorine dosing.

As type and occurrence of contingencies cannot be ascertained, contractors to confirm that with the specified chemicals consumption, care will be taken for any number and any type of contingencies occurred during the treatment which will also include at least but not limited to one shutdown per year expected for each cooling tower during which all equipments and headers shall be drained. Above contingencies are to be handled / rectified by the contractor without any extra financial implication to BCPL.

7.0 **Any additional Dosing pumps (if required by contractor) for dosing of chemicals to cooling tower system & All of the monitoring apparatus such as Chlorine analyzer, bio-fouling monitor, corrosion test rack, corrosion coupons, instant corrator, and software packages** for performance monitoring shall be in the **scope of the contractor**. Electrical connection required for operating of additional pumps and equipments will be in the scope of BCPL, Lepetkata and the same will be provided free of cost. The valid calibration certificate of dosing pumps (if additional dosing pump supplied by contractor) to maintain cooling water parameters is to be submitted by the party prior to installation of the same.

8.0 Co-ordination with statutory authority for annual stamping and certification of weighing machine available in chlorine Tonner room will be the responsibility of the Contractor.

9.0 The efficiency calculation of cooling tower has to be carried out quarterly by the contractor.

10.0 **BIDDER SHALL FURNISH DETAILS OF THE TREATMENT PROGRAM INCLUDING THE FOLLOWING IN THE TECHNICAL BID:**

(i) Description of the program including the theoretical and practical aspects and the chemicals levels to be maintained in the cooling water system during regular operation. The bidder shall submit operation manual after award of the contract for review and finalization. Bidder shall provide Contingency manual covering all modes of operation along with safety manual to all users.

- (ii) Nature of chemicals used with Material Safety Data Sheet for each chemical.
- (iii) Dosing rates and monthly consumption of chemicals for the cooling tower. Those are to be supported with detailed calculations. The supply of sulphuric acid and chlorine will be in the scope of BCPL under **clause No.11.1 & 11.2.**
- (iv) **Dosing rates and monthly consumption of chlorine in Cooling Towers:** This shall include the quantity of Chlorine, supply of which is in the scope of BCPL. These shall be supported with detailed calculations.
- (v) Contractor shall take into consideration that **at least one shutdown& startup** may be taken per year wherein cooling tower sump/ cells etc. will be drained and necessary passivation of the overall cooling water network will be carried out. For calculation purpose analysis of make-up water is to be considered as per Annexure-IIB.
- (vi) Formats of the daily & monthly reports.

11.0 SUPPLY OF CHEMICALS:

- Bidder shall supply chemical in lots so as to maintain minimum two months requirement all the time during the contract period. At site, unloading and handling of chemicals is to be done by the manpower provided by the Bidder. The chemicals once supplied at site shall remain active for a minimum period of six months without degradation.
- Bidder shall submit quality control Test report of each chemical for each supply lot stating active component.
- Bidder shall maintain minimum one contingency chemical stock for each contingency situation and replenish the same as it is consumed during the contract period.
- The chemicals used shall be bio-degradable.
- The chemicals shall be supplied by contractors in good quality containers to avoid problems due to spillage during handling. In case of liquid formulations, the containers shall be chemically resistant. Special precautions for handling the chemicals, disposal of empty containers, remedial measures to be taken in case of spillage and ingress into human body should be furnished. Contractors shall furnish details of alternative delivery system for the chemicals in reusable bulk containers to avoid the problems connected with disposal of empty chemical drums. Bringing of chemicals to BCPL, Lepetkata plant in suitable containers alongwith test certificates and taking away the empty containers outside BCPL, Lepetkata plant premises in every three months shall be in the scope of contractor.
- Contractor shall monitor the stock position of chemicals and shall ensure timely availability of chemicals. In case any chemical is not available timely, an

alternate arrangement at the risk and cost of the contractor will be initiated by BCPL. For Chlorine & Sulphuric acid Contractor shall intimate BCPL about requirement at **least 3 months in advance**.

- 11.1 Sulphuric acid and Liquid Chlorine in toners shall be supplied by BCPL free of charge up to the quantity indicated below;

SULPHURIC ACID : 53MT per Year
LIQUID CHLORINE : 130 MT per year

- 11.2 In case the consumption of Sulphuric acid, Chlorine exceeds the quantity mentioned above, the additional quantity shall be supplied by BCPL on chargeable basis for which, recovery from contractor's bills shall be made at actual per MT of Sulphuric acid and per MT of Chlorine. BCPL Engineer-in-Charge decision in quantity finalization will be final.

12.0 PERFORMANCE GUARANTEES :

Contractor will furnish the following guarantees for the performance of the non-chromate cooling water treatment program based on 100% availability of both the cooling towers.

- a) The treatment program shall be capable of maintaining minimum cycles of concentration as given bellow.

CYCLES OF CONCENTRATION : 4

- b) Level of Zn in the circulating water should be at least 1.0 ppm
c) The chlorides in the circulating water should not exceed 500 ppm.
d) The total hardness in the circulating water should not exceed 800 ppm.
d) Free Residual Chlorine should be in the range of 0.3 to 0.6 ppm
e) **Reduction in Heat Transfer Efficiency:** Contractor shall carry out performance evaluation of some critical exchangers on the basis of heat transfer coefficient, for which necessary gadgets shall be arranged by the contractor. Contractor shall also guarantee no deterioration in fouling factor. There shall not be any stoppage of plant due to problem in the cooling water treatment such as tube leakage or heavy fouling in heat exchangers. Inspection during planned shutdown should reveal that the heat exchangers and cooling water system are in good condition without serious corrosion, pitting, scaling or fouling.
f) **Availability of Chemicals without Interruption :** Contractor shall guarantee supply of chemicals (as per agreed schedule) without interruption. At site inventory level is min. 2 months is required.
g) **Biological (Such as Algae, Bacteria) Growth :** Contractor shall guarantee cooling water system in Cooling Tower for free of undesirable biological growth throughout the period of operation. In case any such growth is observed, the contractor will be given immediate notice to bring back situation to normal within a period of one week. Site cleaning of the Cooling tower is in contractor's scope.

12.1 INCASE THE ABOVE GUARANTEES ARE NOT MET THEN:

- (a) BCPL shall forfeit the security deposit equivalent to 10% value of the contract.
- (b) BCPL reserves the right to terminate the contract and choose any other proven supplier at the risk and cost of the contractor to continue its cooling water treatment.

14. PERFORMANCE REPORTING:

Bidder shall maintain all necessary documentation and records such as Field and Control room logs sheets/log books, charts, performance registers, inventory registers, equipment history, power consumption, laboratory test reports, daily / weekly / monthly / annual performance reports, chemicals and reagents consumption reports. These documents shall be developed in consultation with BCPL. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance on a monthly basis by first week of every month.

Annexure - IIA
SPECIFICATION OF COOLING TOWERS (CT-1 & CT-2)

TECHNICAL DETAILS

S.No	Description.	Unit	CT-I	CT-2
1	Type		Induced draft type	Induced draft type
2	Material of Construction		RCC tower & PVC tower fill	RCC tower & PVC tower fill
3	COC		4	4
4	Circulation Rate :			
A	Design	M ³ /hr	25700	15800
B	Normal	M ³ /hr	21346	13168
C	Maximum	M ³ /hr	24564	14522
5	No. of Cells	No.	7 + 1	4 + 1
6	Design wet bulb temperature	Deg. C	28	28
7	Design dry bulb temperature	Deg. C	32.2(Summer) 27.8(Monsoon)	32.2(Summer) 27.8(Monsoon)
8	Water inlet temperature	Deg. C	45	45
9	Water outlet temperature	Deg. C	33	33
10	Side stream filter capacity	M ³ /hr	530 (265 X 2)- 1W+1SB	330 (165 X 2) 1W+1SB
11	Total holdup volume	M ³	10280	6320
12	Make-up quantity	M ³ /hr	680	425
13	BLOW DOWN	M ³ /hr	158	97

ANNEXURE – II B**COOLING TOWERS MAKEUP WATER ANALYSIS**

S NO.	TEST	UNIT	MAKE-UP WATER
1	pH	-	7.5-8.0
2	TURBIDITY	NTU	<1.0
3	TDS	ppm	115-209
4	TSS	ppm	<1.0
5	M ALKALINITY	ppm	70-80
6	Ca HARDNESS AS CaCO ₃	ppm	40-60
7	TOTAL HARDNESS AS CaCO ₃	ppm	60-95
8	Mg HARDNESS AS CaCO ₃	ppm	20-35
9	CHLORIDE AS Cl	ppm	2.2-7.8
10	SULPHATE	ppm	12-17
11	SILICA AS SiO ₂ TOTAL REACTIVE	ppm	5-35
12	TOTAL IRON AS Fe	ppm	<1
13	OIL	ppm	NIL

Re-circulating Cooling Water Quality:

Parameter	Unit	Normal
pH	No.	7.5-8.0
Turbidity	NTU	10-20
Total Suspended Solids	mg/l	<20
Total Dissolved Solids	mg/l	600
M alkalinity as CaCO ₃	mg/l	100
Calcium Hardness as CaCO ₃	mg/l	262
Total Hardness as CaCO ₃	mg/l	420
Total reactive silica as SiO ₂	mg/l	0.05
Chlorides as Cl	mg/l	39
Sulphates as SO ₄	mg/l	82
Magnesium as CaCO ₃	mg/l	158
Total Iron as Fe	mg/l	0.05
Total Copper as Cu	mg/l	0.35
Potassium as K	mg/l	15
Sodium as Na	mg/l	40
KMnO ₄ value at 100 deg C	mg/l	8
Conductivity at 20 deg C	Micro mho/cm	875

SECTION IV
PREAMBLE TO SCHEDULE OF RATES

- 1) The Contract shall be for complete scope of services as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.
- 2) Prices must be filled in format for "Schedule of Rates" available and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 3) Bidder shall quote rates only in Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "Schedule of Rates" but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.
- 4) All duties and taxes including Excise duty, Sales tax, VAT, Entry tax, Custom duty, CVD, additional CVD, Work Contract tax, Turnover Tax and other levies or any other statutory payments payable under the Contract or for any other cause by the Contractor except Service Tax and Cess shall be included in the rates / in total bid price submitted by the bidder. Bidders are required to mention Service Tax extra in SOR
- 5) Item wise rates for SOR Items should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 6) Quantities shown in the SOR is tentative which may increase or decrease.
- 7) Bidders are advised not to mention rebate/discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only. In the un-priced bid, bidder must mention as "QUOTED" in the SOR.
- 8) In case, it is observed that any of the bidder(s) has/have mentioned discount/rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for award of work and the same will be conclusive and binding on the bidder.

SCHEDULE OF RATES (PRICED PART-B)

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140199/MB

NAME OF WORK :

TENDER NO.:

NAME OF CONTRACTOR: _____

PART A: SUPPLY OF SPECIALITY CHEMICAL

Sl No	Name of Chemical	Required Quantity in Kgs. per month.		Unit rate per month		Basic Value per month	Total Amount for 02 years
		CT-1	CT-2	Rs/Kg ,d		Rs.	Rs.
		a	b	c	In fig	In words	e=(b+c)*d f=eX24
i							
ii							
iii							
iv							
v							

NOTE:

1. Contingencies and chemicals to be used during contingencies as in clause no. 3.1 of Special Condition of Contract should be covered in above quantities.
2. At least one shutdown per year is expected for during which all equipment and headers shall be drained, chemical cost for re-startup and all other costs which might arise in course of operation of the treatment program should be covered in above quantities.
3. In case of chemicals more than 5 nos., Bidder can extend the same table as per existing format
4. The above rates are inclusive of taxes and duties all other charges.

PART – B: TECHNICAL SERVICE CHARGES :

SN	Services	UOM	Qty	Unit rate (Rs.)		Total Amount for 02 years (Rs)
				In Fig	In words	
1	Lump sum charges for Cooling Water Treatment and operation in CT-1 as per Scope of Work mentioned in RFQ.	Month	24			
2.	Lump sum charges for Cooling Water Treatment and operation in CT-2 as per Scope of Work mentioned in RFQ.	Month	24			
	Total Amount for Part-B (Rs):B					

The above rate is inclusive of all taxes and duties except service tax.

TOTAL AMOUNT FOR EVALUATION

	DESCRIPTION	(In Figures) (Rs.)	(In Words) (Rs.)
A	TOTAL AMOUNT FOR PART-A		
B	TOTAL AMOUNT FOR PART-B		
C	SUB TOTAL (A+B) (INCLUSIVE OF ALL TAXES & DUTIES AND EXCLUSIVE OF SERVICE TAX.):		
D	BIDDER TO QUOTE PERCENTAGE (%) OF SERVICE TAX APPLICABLE ON (V) [PRESENTLY APPLICABLE IS 9.8 % of (C)] (@14 % on 70 % of (C))		
ST	AMOUNT OF SERVICE TAX APPLICABLE		
Cvt	AMOUNT OF CENVAT BENEFIT ON SERVICE TAX APPLICABLE(PLEASE QUOTE NUMERICAL ONLY)		
	GRAND TOTAL [(C) +ST - Cvt]		

VAT on works contract / WCT shall be included in the quoted price and no variation shall be payable on VAT on works contract / WCT

NOTE – All contractors are requested to quote for all the SOR items of Part A&B. The evaluation shall be done on overall basis i.e. SOR Part A & Part B.

