



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डिब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

**निविदा दस्तावेज़ / TENDER DOCUMENT**  
**FOR**  
**HIRING OF SERVICES TOWARDS INSULATION**  
**REPAIRING AND MAINTENANCE WORKS FOR ALL THE**  
**UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS.**



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भाग – I  
**SECTION – I**

बोली हेतु आमंत्रण )आईएफबी(  
**INVITATION FOR BIDS (IFB)**



**ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड**  
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**SECTION - I**

**INVITATION FOR BID [IFB]**

**Ref: BCPL/C&P/LE23W135BB/02964**

**DATED: 13.12.2023**

**To,**

**PROSPECTIVE BIDDERS**

**SUB:     HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND  
MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO  
(02) YEARS.**

**Dear Sir/Madam,**

1.0     Brahmaputra Cracker and Polymer Limited, Lepatkata (A Government of India Enterprise) invites bids from bidders for the subject job/works on Government e-Marketplace (GeM) portal, in complete accordance with the GeM bid, following details and enclosed Tender Documents.

2.0     The brief details of the tender are as under:

|                |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                      |                |                      |
|----------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|----------------|----------------------|
| (A)            | BRIEF SCOPE OF SERVICE /JOB                | Hiring of services towards insulation repairing and maintenance works for all the units of BCPL for a period of two (02) years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                      |                |                      |
| (B)            | GEM BID NO. & DATE                         | GEM/2023/B/4335950 dated 13.12.2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                      |                |                      |
| (C)            | COMPLETION/CONTRACT PERIOD                 | <p>The initial period of the contract shall be two years i.e. 24 months from the date of Fax of Acceptance (FOA)/Letter of Acceptance whichever is earlier which is further extendable to another 06 months based upon the performance of contractor and the job requirement on same rates, terms and conditions. The decision of the "BCPL" regarding extension of the contract shall be final and binding on the contractor.</p> <p>Mobilization period for the contractor will be <b>15 days</b> from the date of issue of Letter of Intent / Work Order whichever is earlier. The contractor has to mobilize all resources including manpower within the above period.</p> |            |                      |                |                      |
| (D)            | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | <table><tr><td>APPLICABLE</td><td><input type="text"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text"/></td></tr></table> <p>Amount: 2% of the GeM estimate<br/>(Refer clause no.16 of ITB)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | APPLICABLE | <input type="text"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE     | <input type="text"/>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                      |                |                      |
| NOT APPLICABLE | <input type="text"/>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                      |                |                      |



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

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|      |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (D1) | DECLARATION FOR BID SECURITY              | Bidders who are allowed for exemption as per clause no.16.8 are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (E)  | DATE, TIME & VENUE OF PRE-BID MEETING     | <p><b>21.12.2023 at 15:00 hrs.</b><br/> Brahmaputra Cracker &amp; Polymer Limited, C&amp;P Department, Administrative Building, P.O: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636; Mobile No.: 9954195756<br/> <b>OR</b><br/> Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 21.12.2023 at 15.00 Hrs. Comment/ clarification on the query related shall be sent on E-mail.<br/> <b>OR</b><br/> <b>21.12.2023 at 3-00 PM through video Conference on prior intimation of participation by interested bidders to the undersigned.</b><br/> Name : Bhaskar Jyoti Barman<br/> E-mail: bhaskar.barman@bcplindia.co.in<br/> Contact No.: +91-9954195756<br/> Brahmaputra Cracker and Polymer Limited, C&amp;P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.</p> |
| (F)  | CONTACT DETAILS OF TENDER DEALING OFFICER | <p><b>Name : B J Barman</b><br/> Designation: Sr. Manager (C&amp;P)<br/> Phone No. &amp; Extn :<br/> Mobile No.: 9954195756<br/> E-mail : bhaskar.barman@bcplindia.co.in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| (G)  | DEALING BCPL'S OFFICE ADDRESS             | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied w.r.t bid opening (mentioned in GeM bid) and pre-bid meeting etc.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bid must be submitted only on GeM portal (<https://gem.gov.in>). Further, the following documents in addition to uploading in the bid on GeM Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in GeM Portal by the bidder along with bid within the Due Date & Time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-



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- i) EMD/Bid Security (if applicable) / Declaration for Bid Security
- ii) Power of Attorney
- iii) Integrity Pact (as applicable)

5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from GeM portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

10.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

11.0 **Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. BCPL's decision in this regard shall be final.**

12.0 **As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.**

13.0 **Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase**



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**preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.**

14.0 This document shall be read in conjunction with GeM bid document no. GEM/2023/B/4335950

In case of any variance in the terms and conditions between GeM terms & conditions and this bidding document, the terms and conditions of this bidding document & BCPL GCC/GPC shall prevail.

This is not an Order.

For & on behalf of  
For Brahmputra Cracker & Polymer Limited

(Authorized Signatory)

**Name : B J Barman**

**Designation : Sr. Manager (C&P)**

**E-mail ID : bhaskar.barman@bcplindia.co.in**

**Contact No. :9954195756**



**भाग – II**  
**SECTION – II**

**बोली मूल्यांकन मानदंड) बीईसी)**  
**और**  
**मूल्य बोली मूल्यांकन कार्यप्रणाली**

**BID EVALUATION CRITERIA (BEC)**  
**&**  
**PRICE BID EVALUATION**  
**METHODOLOGY**



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**SECTION-II**

**BID EVALUATION CRITERIA & EVALUATION  
METHODOLOGY**

**1.0 BID EVALUATION CRITERIA (BEC):**

**1.1 BEC- Technical: (as a single bidder)**

1.1.1 Bidder shall have experience of having executed at least “**Three (03)** similar orders/contracts each having not less than **Rs 56.26 Lacs** (including taxes)” OR “**Two (02)** similar orders/contracts each having not less than **Rs 70.33 Lacs** (including taxes)” OR “**One (01)** similar order/contract having not less than **Rs. 112.53 Lacs** (including taxes)” in any Petrochemical Plant/ Fertilizer Plant/ Petroleum Refinery/ Chemical Plant/ Power Plant/ Gas Processing Complex/ LPG Plant/ Hydrocarbon Industries/ Steel Plant in the previous **seven years** prior to the due date of bid submission.

*Definition of ‘Similar order/contract’ means:*

(a) Supply and Installations of Insulation for Piping, Equipment, Vessels, Exchangers.

*And/ or*

(b) Repair & Maintenance of Insulation including supply of Insulation material for piping, equipment, vessels, exchangers.

1.1.2 Where the bidder is executing a rate contract which is still running and the executed value **till one day prior to due date of bid submission** is equal to or more than the minimum prescribed value as mentioned in the BEC clause no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate issued by the end user / owner / authorized consultant.

**Note to above BEC clause no. 1.1.1**

- (i) **Definition of ‘executed’** means: Fully executed or completed as per contract / order.
- (ii) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at sl. no. 1.3 below.

**1.1.3 Relaxed Norms for Startups (prior experience criteria):**

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for ‘Startup’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the



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quality and technical specifications (scope of work) as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be duly “certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company / firm)” **and also** “notarized by notary public with legible stamp.”

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above. “**Industry**” and “**Sector**” shall be considered as domain of startups mentioned in the certificate or application (in case of old certificate). If the below mentioned “**Industry**” and “**Sector**” are not reflected in the Startup certificate/application, than the offer of that startup bidder shall not be considered for evaluation.

In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

Further, **above document should also be certified by the Chartered Accountant** (not being an employee or a Director or not having any interest in the bidder’s company/firm) **and notary public with legible stamp.**

Domain (i.e. Industry & Sector) of Startups for the instant tender shall be as under:

| Sl. No. | Domain                            |                                                                      |
|---------|-----------------------------------|----------------------------------------------------------------------|
|         | Industry                          | Sector                                                               |
| 1       | Non-renewable/Construction/Others | Construction & Engineering/Oil related services and Equipment/Others |

### 1.2 **BEC- Financial: (as a single bidder):**

1.2.1 **TURN OVER:** The **average annual turnover** of the bidder must have the **minimum value** of **Rs. 70.33 Lacs** during preceding three financial years ending on 31st March’2023. i.e. FY: 2022-23, 2021-22 & 2010-21

1.2.2 **NET WORTH:** Net Worth of the bidder should be **positive** as per the **preceding financial year** i.e. FY: 2022-23.

1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs. 14.06 Lacs** as per the last audited financial statement for the year. i.e. FY: 2022-23.



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*If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-9, having net worth not less than **Rs. 100 Crores**, confirming the availability of the line of credit for at least **Rs. 14.06 Lacs** as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).*

*Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder."*

### **Note to above BEC Clause No. 1.2:**

- a) Bidder has to compulsorily submit the audited financial results for the immediate 03(Three) preceding financial years subject to Govt. circular for extension of the last date for finalization of account.**
- b) In case the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years i.e. FY: 2022-2023, 2021-22 & 2020-2021 (subject to Govt. circular for extension of the last date for finalization of account).**

### **1.2.4 Relaxed Norms for Startups in financial criteria:**

*Prior turnover for 'Startups' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.*

**However, net worth & working capital requirement as specified in BEC clause no. 1.2.2 & 1.2.3 shall be applicable.**

- 1.3 Documents/Documentary Evidence required to be uploaded in GeM portal by the bidder along with other bid documents for qualifying the BEC at sl. no. 1.1 and 1.2:**

| Sn | BEC Clause no. | Description                                                                                                                                                                                                | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) |
|----|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|    | 1.1            | <b>Technical Experience Criteria – Document</b><br>[All documents to be uploaded/ submitted must be <b>Certified/attested by both Chartered Engineer and Notarized by Notary Public</b> with legible stamp |                                                                                           |



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| Sn | BEC Clause no. | Description                                                                                                                                                                                                                                                                                                                                                                 | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | 1.1.1 & 1.1.2  | Experience against execution & completion of order / running contract                                                                                                                                                                                                                                                                                                       | <p>a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the job which has been completed / executed fully or which is still running for the jobs (as mentioned at sl. no. 1.1.1 &amp; 1.1.2 above) along with the details of SOR items &amp; scope of work.</p> <p>b) Completion Certificate/ Execution Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point “a” above. The Completion Certificate must contain the detailed information of the order i.e, LOA/Work Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should have been issued by the end-user/owner/authorized consultant.</p> |
| 2  | 1.1.3          | Documents against Startup Company                                                                                                                                                                                                                                                                                                                                           | <p>a) Bidder has to upload / submit the copy of valid ‘Certificate of Recognition’ issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce &amp; Industry, Govt. of India duly <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder’s company / firm) <b>and notary public with legible stamp.</b></p> <p>b) In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.</p>                                                                                                                                                                                                                                                                                |
| 3  | 1.2            | <b>Financial Experience Criteria- Document</b><br>[All audited financial statements/documents {balance sheet and profit & loss account statement under A.2.1, (Not applicable for ‘Startup’ as mentioned in BEC clause no. A.3) A.2.2 & A.2.3 of above BEC} to be uploaded (submitted) must be <b><u>duly Certified/attested by Notary public with legible stamp.</u></b> ] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4. | 1.2.1          | Annual Turn-over (Not mandatory for start-ups)                                                                                                                                                                                                                                                                                                                              | Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. 1.2.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |



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| Sn | BEC Clause no. | Description                                    | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|----------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | 1.2.2          | Net worth<br>(Mandatory for all bidders)       | Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. A.2.2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6. | 1.2.3          | Working capital<br>(Mandatory for all bidders) | <p>Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit &amp; Loss account statement) for the last audited Financial Year as per BEC clause no. 1.2.3.</p> <p><u>If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3</u>, the bidder shall submit/upload a letter from the bidder's bank as per <b>Format, F-9</b>, having net worth not less than <b>Rs. 100 Crores</b>, confirming the availability of the line of credit for at least <b>Rs. 14.06 Lacs</b> as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document). Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder."</p> |
| 7. |                | <b>Format F-10</b>                             | "Details of financial capability of bidder" shall be uploaded (submitted) in the prescribed <b>Format F-10</b> (of tender document) duly signed and stamped by a <b>Chartered Accountant only</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8. | 1.2.4          | Documents against Startup Company              | <p>a) Bidder to upload / submit the valid '<b>Certificate of Recognition</b>' issued by <b>Dept. of Industrial Policy and Promotion</b>, Ministry of Commerce &amp; Industry, Govt. of India duly <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company / firm) and <b>notarised by notary public with legible stamp</b>.</p> <p>b) Bidder to upload / submit documents for the specific goods/job domains wherein they are registered for, including the application submitted to DPIIT duly</p>                                                                                                                                                                                                                                                                                                                                                         |



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| Sn | BEC Clause no. | Description | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)                                                                                                              |
|----|----------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                |             | <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company / firm) and <b>notarised by notary public with legible stamp.</b> |

### Note to above Bid Evaluation Criteria (point no. 1.0):

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- ii) Bids of Joint Venture / Consortium are not acceptable.
- iii) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end-User/ Owner/ PMC by such bidder along with other specified documents. A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC, subject to submission of following documents in support of meeting the "Bid Evaluation Criteria":
  - a) Documentary evidence/ Certificate by the end-User/ Owner/ PMC, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.
  - b) Work order and Completion Certificates indicating the value of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).
- iv) The Completion/execution Certificate must contain the detailed information like LOA/Order No./ Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Name & Address of Client/end user/owner/PMC, officer issuing certificate etc.
- v) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in



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response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid.

- vi) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation
- vii) The cut-off date for meeting the criteria of BEC of the tender shall be the date of submission of bid.
- viii) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: For details, relevant clause of ITB to be referred.

### 1.4 **Methodology for Evaluation of Bids:**

BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29". The evaluation shall be done by GeM by default as per GeM evaluation methodology.

Bid(s) of techno-commercially acceptable bidder(s) will be evaluated **on overall L1 basis** and will be considered for award as per GeM terminology.

- 1.4.1 In case of a **tie** at the lowest bid (L1) position between two or more Startup / non-Startup bidders, then purchase order shall be placed on the bidder who has higher / highest turnover in last audited financial year, **2022-23**.
- 1.4.2 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).
- 1.4.3 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **2022-23 duly certified by Chartered accountant**.

### 1.5 **CLAUSE REGARDING PROVISION FOR PP-LC:**

**Applicable.** The relevant clause of ITB to be referred.

### 1.6 **CPBG:**

The contract performance security shall be 10% of Annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 03 months beyond the defect liability period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.



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**1.7 PPP Policy 2012:**

Considering the nature of job, **splitting of quantities will not be possible** in this case and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full / complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on). In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price”.

**1.8 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details, relevant clause of ITB to be referred.



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**Annexure-I to Section-II**

**Format for Undertaking from TPIA**  
(on TPIA letter head duly stamped & signed)  
**(not applicable)**

Ref.:

Date :

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

.....  
.....  
.....

Dear Sir,

**Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)**

**Ref :** Tender no. .... for .....

M/s ..... having Registered office at .....intend to participate in above referred tender of M/s Brahmputra Cracker And Polymer Limited having registered office at 1st Floor, House No 6 Bhuban Road, Uzan bazar Guwahati, Assam, Pin - 781001.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)

(Seal of the Company)

Name: .....

Contact No.....



**भाग – III**  
**SECTION – III**

**बोली दाताओं के लिए निर्देश )आईटीबी(**

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



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**SECTION-III**

**INSTRUCTION TO BIDDERS**

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### INSTRUCTIONS TO BIDDERS [ITB]

#### [A] – GENERAL

#### **1 SCOPE OF BID:**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /Bid Document**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

#### **2 ELIGIBLE BIDDERS:**

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

**Bidders marked “Suspended” on GeM (but eligible as per BCPL’s Tender Document) will be evaluated as per terms & conditions of the Tender Document.**

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of



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

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the Contract.

- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/JV's/Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.6 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder(including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.



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The Power of Attorney should be valid till award of contract / order to successful bidder.

- 2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

### 3 **BIDS FROM "CONSORTIUM"** - NOT APPLICABLE

#### **ONE BID PER BIDDER:**

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
  - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
  - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5 .

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- 4.3 Alternative Bids shall not be considered.

4.4 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.

### 5 **COST OF BIDDING:**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges,



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translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

### 6 SITE VISIT:

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

### [B] – BIDDING DOCUMENTS

- 7 CONTENTS OF BIDDING DOCUMENTS 7.1 The contents of Bidding Documents / Tender Document are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

- Section-I : Invitation for Bid [IFB]\*
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format\*\*
- Section-IV : General Conditions of Contract [GCC] \*\*\*
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work and Drawing *[as applicable]*
- Section-VII : Health, Safety Environment [HSE] Specifications
- Section-VIII : Bill of Quantities [BOQ]

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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



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\*\* The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

\*\*\* General Conditions of Contract – Service is available on BCPL's Tender website

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

### **8 CLARIFICATION OF TENDER DOCUMENT:**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS or on GeM portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GeM portal / communicated to prospective bidders by e-mail.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

### **9 AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.



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### [C] – PREPARATION OF BID

#### 10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

#### 11. DOCUMENTS COMPRISING THE BID:

The Bid must be submitted on GeM portal (<https://gem.gov.in>) as follows

##### 11.1 "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) Copy of EMD /, Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Class-I Local Suppliers bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PPP-MII), if applicable .
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*. (**Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not**).
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13' – Not applicable
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its



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Corrigendum/Amendment/Clarification(s).

- (r) Any other information/details required as per Bidding Document

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

### 11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

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

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever



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applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

### 12 **BID PRICES:**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP order by BCPL.

- 12.2 Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

### 13 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, including **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may



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be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

- 13.5 Where BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.



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- 13.5.2 The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where BCPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.  
However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.8 In case BCPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be considered by bidder in the Price bid/SOR.  
Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BCPL or ITC with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Service Provider / Supplier.
- 13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.  
If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together



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with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Service Provider under this contract or under any other contract.

### 13.10 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from [input tax credit](#) to the consumer by way of commensurate reduction in prices. The Service Provider / supplier may note the above and quote their prices accordingly.

13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work, then BCPL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

13.12 GST, as included by the bidder in Price bid/Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder includes “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BCPL shall place orders.

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

### 13.14 Provision w.r.t. E- Invoicing requirement as per GST laws:

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.



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Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to BCPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BCPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BCPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BCPL.

### 14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

### 15 **BID VALIDITY:**

- 15.1 Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/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 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.



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### 16 **EARNEST MONEY DEPOSIT (EMD):** **Applicable in this tender** as per GeM Bid

16.1 Bid must be accompanied with earnest money (**i.e Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of ‘**Demand Draft**’ / ‘**Banker’s Cheque**’/ **Insurance Surety Bond**’ / ‘**Fixed Deposit Receipt**’ [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] or ‘**Bank Guarantee**’ strictly as per the format given in form F 2B of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of ‘**Bank Guarantee**’ should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of ‘**Demand Draft**’ or ‘**Banker’s Cheque**’ should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘**Bank Guarantee**’, the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘**Reserve Bank of India**’ as Scheduled Foreign Bank. However, in case of ‘**Bank Guarantee**’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘**Bank Guarantee**’ itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.3 Any Bid not secured in accordance with “ITB: Clause-16.1, 16.2 & Clause-16.3” may be rejected by BCPL as non-responsive.

16.4 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.

16.5 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘**Award**’ and signing the ‘**Agreement**’ (if applicable) and furnishing the ‘**Contract Performance Security (CPS)/ Security Deposit**’ pursuant to clause no. 38 of ITB.

16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the ‘**Bid Validity**’ period
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.



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- (e) In the case of a successful Bidder, if the Bidder fails to:
- (i) acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
  - (ii) furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
  - (iii) accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of ‘Bank Guarantee’ the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond :
- (i) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
  - (ii) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
  - (iii) Sellers/ Service Provider having annual turnover of INR 500 Crore or more.
  - (iv) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
  - (v) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

**Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond**

- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.



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In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

### 16A DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed as per Clause no. 16.8 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

### 17 PRE-BID MEETING (IF APPLICABLE):

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

### 18 FORMAT AND SIGNING OF BID:

- 18.1 The Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.



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### 19 **ZERO DEVIATION AND REJECTION CRITERIA:**

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Bidding Documents may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Bidding Documents only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviation(s) or reservations. BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

### 19.2 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender Documents shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration (if applicable)
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid



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

### 20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments to Service Providers electronically and to facilitate the payments electronically through 'e-banking'.

### **[D] – SUBMISSION OF BIDS**

### 21 **SUBMISSION, SEALING AND MARKING OF BID:**

- 21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

### 22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.
- 22.2 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GeM portal / communicated to the bidders.

### 23 **LATE BID:**

- 23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.

- 23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

### 24 **MODIFICATION AND WITHDRAWAL OF BID:**

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

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

- 24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.



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- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

### **[E] BID OPENING AND EVALUATION:**

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

- 25.1 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(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action.
- 25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of BCPL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

#### **26 BID OPENING**

##### **26.1 Un priced Bid Opening:**

BCPL will open unpriced bids at the schedule date & time.

##### **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 is determined to be technically and commercially responsive.



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Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

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

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

### 27 **CONFIDENTIALITY:**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder

### 28 **CONTACTING THE EMPLOYER:**

28.1 From the time of bid opening to the time of contract award, no bidder shall contact BCPL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence BCPL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

### 29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.



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- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System } and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
  - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
  - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
  - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
  - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

### 30 **CORRECTION OF ERRORS:**

Not Applicable

### 31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

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

### 32 **EVALUATION AND COMPARISON OF BIDS:**



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Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

Refer BDS for tie breaker criteria.

### 33 **COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

### 34 **PURCHASE PREFERENCE:**

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time

**As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.**

**Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.**

### **[F] – AWARD OF CONTRACT**

### 35 **AWARD:**

Subject to “ITB: Clause-29.0”, BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

***“BCPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.***

BCPL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder..

### 36 **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:**



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- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. . The detailed GeM Contract / detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.
- 36.6 **In addition to GeM Contract(s), BCPL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from BCPL.**

### 37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).



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37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

### **38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]:**

38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:

- a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149; b) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and
- c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

38.3 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4

38.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and ~~forfeiture of the EMD/~~ action as per declaration for Bid Security.

38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.

38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its



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revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.

- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. \_\_\_\_\_ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

- 38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 ~~The Fraud Prevision Policy document is available on BCPL's website ([www.bceplonline.co.in](http://www.bceplonline.co.in)).~~
- 39.3 ~~Name and contact details of nodal officer refer BDS:~~
- 3.94 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**



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Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Service Provider/Bidder indulged in fraudulent/coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

### **40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE):**

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption from submission of EMD shall be as per Government e-Marketplace (GeM), GTC.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% 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 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

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

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



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40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

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

The MSE(s) owned by Women shall mean:-

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

*“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”*

**Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.**

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

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

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small



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Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

### 41 AHR ITEMS

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

I) Rates as per SOR, quoted by the Service Provider/Bidder.

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

- a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
- b. In case rates are not available in the contract, rates will be calculated based



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on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.

### 42. **VENDOR PERFORMANCE EVALUATION:**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

### 43. **INCOME TAX & CORPORATE TAX**

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

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

#### 43.3 **TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

#### (ii) **Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

### 43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL:**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

### 44. **DISPUTE RESOLUTION**

#### 1. **PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**



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- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

### 2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of “Delhi International Arbitration Centre”.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their



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respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
  - a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
  - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
  - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

### 3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

### 45. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments



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/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

Not Applicable

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49 **PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire



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tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

### 50 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BCPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the service provider under this contract or under any other contract.

### 51 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

### 52. **ANJANI PORTAL**

~~BCPL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.~~

~~Accordingly, BCPL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/frmlogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~



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~~Further, User Manual is also available on aforesaid portal.~~

### 53. **DOCUMENTS FOR PAYMENT:**

Payment terms shall be as mentioned in GCC-Services/SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

~~Further, BCPL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.~~

### 54. **ORDER TRANSMITTAL SYSTEM: *[FOR APPLICABILITY OF THE CLAUSE REFER BDS]***

~~The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.~~

~~Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or [https://gailebank.gail.co.in/GOGA\\_AUDIT/fmUserLogin.aspx](https://gailebank.gail.co.in/GOGA_AUDIT/fmUserLogin.aspx).~~

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.~~

### 55. **ASSIGNMENT/SUBLET**

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)-Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.

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### Annexure-A

**Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:**

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.

ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.

iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.



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Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.

(i) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

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### Appendix-A1 to Annexure-A

#### FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Brahmputra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- M/s. \_\_\_\_\_ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

Witness:

1)

2)

For and on behalf of  
(Supporting Company)  
M/s.

Witness:

1)

2)



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Appendix-A2 to Annexure-A

### GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly established and existing under the laws of .....(insert country), having its Registered Office at ..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s ..... (bidder) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at ..... hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number ..... for ..... on ....., and the bidder has submitted its bid number..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and



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without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor.



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Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING GUARANTEE**

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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Appendix-A2A to Annexure-A

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY**

“Obligations contained in deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY  
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY  
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,  
M/s Brahmputra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. \_\_\_\_\_  
having registered office at \_\_\_\_\_ (herein after called the  
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the  
context so require include its successors and assignees) have been placed/ awarded the  
job/work of \_\_\_\_\_ vide PO/LOA/FOA  
No. \_\_\_\_\_ dated \_\_\_\_\_ (herein after called CONTRACT/  
ORDER) for Brahmputra Cracker and Polymer Ltd. having registered office at 1st Floor,  
House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at  
Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after  
called the "BCPL" which expression shall wherever the context so require include its  
successors and assignees).

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered/head  
office at \_\_\_\_\_ based on whose experience/technical strength, the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract  
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless  
repugnant to the context or meaning thereof include all its successors, administrators, executors  
and assignees) has agreed to provide complete technical and other support to the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the  
contract/order as mentioned above, entered between BCPL and the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BCPL having agreed that the  
'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian  
Rupees/US\$ ..... towards providing complete financial and other support to the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the  
contract/order as mentioned above,

The said M/s. \_\_\_\_\_ (Supporting  
Company) 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 (name of the bank) \_\_\_\_\_ registered under the laws  
of \_\_\_\_\_ having head/registered office at \_\_\_\_\_

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REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..**



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\_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

2. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
3. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid



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and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.

5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.
10. Notwithstanding anything contained herein:
  - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only ) . . . . .
  - b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
  - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name .....

Designation .....

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney



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Signature of a person duly  
Authorized to sign on behalf of the Bank  
E-mail :  
Telephone/Mobile No. :

### INSTRUCTIONS FOR FURNISHING

#### "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
- 2.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
4. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

#### MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

|   |                                           |          |                            |                  |     |         |
|---|-------------------------------------------|----------|----------------------------|------------------|-----|---------|
| 1 | BANK GUARANTEE NO                         | :        |                            |                  |     |         |
| 2 | VENDOR NAME / VENDOR CODE                 | :        | NAME                       |                  |     |         |
|   |                                           |          | VENDOR CODE                |                  |     |         |
| 3 | BANK GUARANTEE AMOUNT                     | :        |                            |                  |     |         |
| 4 | PURCHASE ORDER/ LOA NO                    | :        |                            |                  |     |         |
| 5 | NATURE OF BANK GUARANTEE                  | :        |                            |                  |     |         |
|   | (Please Tick (✓) Whichever is Applicable) |          | PERFORMANCE BANK GUARANTEE | SECURITY DEPOSIT | EMD | ADVANCE |
| 6 | BG ISSUED BANK DETAILS                    |          |                            |                  |     |         |
|   | (A)                                       | EMAIL ID | :                          |                  |     |         |
|   | (B)                                       | ADDRESS  | :                          |                  |     |         |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



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|  |  |     |            |  |
|--|--|-----|------------|--|
|  |  | (C) | PHONE NO : |  |
|--|--|-----|------------|--|



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### Annexure-B

#### PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.  
  
Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
  
Explanation—
    - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;



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- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I to Section-II.  
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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**Form-I of Annexure-B**

**UNDERTAKING ON LETTERHEAD**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..”**

**TENDER No.:** \_\_\_\_\_

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s \_\_\_\_\_ (***Name of Bidder***) is :

- (i) Not from such a country [       ]
- (ii) If from such a country, has been registered [       ]  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder is to tick appropriate option (✓ or X) above).***

We hereby certify that bidder M/s \_\_\_\_\_ (***Name of Bidder***) fulfills all requirements in this regard and is eligible to be considered against the tender.

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

.....



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**Form-II of Annexure-B**

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

**SUB: "HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS.."**

**TENDER No.:** \_\_\_\_\_

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s\_\_\_\_\_ (***Name of Bidder***) is:

- (i) not from such a country [       ]
- (ii) if from such a country, has been registered [       ]  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder is to tick appropriate option (✓ or X) above).***

We further certify that bidder M/s\_\_\_\_\_ (***Name of Bidder***) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s\_\_\_\_\_ (***Name of Bidder***) fulfills all requirements in this regard and is eligible to be considered.

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



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### Annexure-C

#### POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

#### 3.0 DEFINITIONS:-

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

**'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

**'Non - Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.



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- (v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas
- (vi) **Procuring Entity** means Brahmaputra Cracker and Polymer Ltd. (BCPL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

### 5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/'CLASS-II LOCAL SUPPLIER'/'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

### 6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier'



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will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
  - "Class-II local supplier" will not get purchase preference in any procurement.
- d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:
- If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference



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should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

- 7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

- 8.0 **Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :**

**(I) Non divisible item**

- L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
- L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)
- L3 bidder is MSE bidder (prices within 15%)



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MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

### (II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

### (III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%))

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

### 8.0 **VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant



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(in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.



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### 9.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



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**FORM-1 of Annexure-C**

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE ONLY FOR  
BIDDERS WHO ARE MSE AND CLASS-I LOCAL SUPPLIER)**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

| Description                                                       | Preference               |
|-------------------------------------------------------------------|--------------------------|
| Purchase Preference under Public Procurement Policy for MSE       | <input type="checkbox"/> |
| Policy to Provide Purchase Preference (linked with local content) | <input type="checkbox"/> |

Note:

- Please indicate your preference against only one policy.
- The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- In case a bidder is eligible to seek benefit under PPP-MII order as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PPP-MII and MSE policy.
- In case a MSEs bidder opts for purchase preference based on PPP-MII order, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- The option once exercised cannot be modified subsequently.
- In case MSE bidder is opting the PPP-MII policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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**FORM-2 of Annexure-C**

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier [      ]

Class-II Local Supplier [      ]

**(Bidder is to tick appropriate option (✓) above).**

It is to further confirm that M/s \_\_\_\_\_ (*Name of Bidder*) meet the mandatory minimum Local content /Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of .....%.

The details of the location (s) at which the local value addition is made is as under:

.....  
.....  
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and BCPL will take action as per provision of tender document.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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**FORM-3 of Annexure-C**

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED  
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/  
DOMESTIC VALUE ADDITION  
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)  
[Applicable for Procurement/Purchase/Service value in excess of Rs.10 Crores]**

To,

**M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

SUB:

TENDER NO:

Dear Sir

“We \_\_\_\_\_ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. \_\_\_\_\_ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s. \_\_\_\_\_ (**Name of the bidder**) is

Class-I Local supplier [      ]

Class-II Local Supplier [      ]

**(Bidder is to tick appropriate option (✓) above).**

It is further confirm that M/s \_\_\_\_\_ (**Name of Bidder**) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of .....% .

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

**Note:**

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.



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**Annexure-I**

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

**A Definitions:**

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).
- A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “COO”.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
  - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
  - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
  - Directly or indirectly controls, or is controlled by or is under common control with another bidder.
  - All successor agency will also be considered as allied agency.



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- A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.
- A.10 “Obstructive practice”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BCPL’s rights of audit or access to information.

### **B Actions against Bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice**

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

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

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

#### **B.2 Irregularities noticed after award of Contract**

##### **(26) During execution of Contract:**

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

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

##### **Suspension of order/ contract:**

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:



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- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of BCPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BCPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

### (iii) After expiry of DLP/ Warranty/Guarantee Period

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

### B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

| S. No. | Description                                                                                                            | Period of banning from the date of issuance of Banning order |
|--------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1      | Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. | 06 Months                                                    |



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|     |                                                                                                                                                                                                                                  |                                                    |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
|     | For example, if an agency confirms not being in holiday in BCPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category. |                                                    |
| 2   | Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices                                                                                                                                           | 01 year                                            |
| 2.1 | If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.   | 2 years (in addition to the period already served) |
| 3   | Indulged in unauthorized disposal of materials provided by BCPL                                                                                                                                                                  | 2 years                                            |
| 4   | If act of vendor/ contractor is a threat to the National Security                                                                                                                                                                | 2 years                                            |

### C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.



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

C.3.3 after opening of price (Part-II), EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

### **D. Procedure for Suspension of Bidder**

#### **D.1 Initiation of Suspension**

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, BCPL when :-

- (i) Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BCPL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

#### **D.2 Suspension Procedure:**

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.



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The Competent Authority to approve the suspension will be same as that for according approval for banning.

### **D 3 Effect of Suspension of business:**

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
  - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical Bid, the Bid submitted by the Agency shall be ignored.
  - D.3.2.2 after opening Technical Bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
  - D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

### **E. Appeal against the Decision of the Competent Authority:**

- E.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of BCPL. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



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### Annexure-II

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

##### 26.8 **GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

##### 26.8 **OBJECTIVE**

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

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

##### 3.0 **METHODOLOGY**

###### i) **Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

###### ii) **Measurement of Performance**

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



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### 26) Initiation of Measures:

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

### 26) Implementation of Corrective Measures:

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

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

### 4.0 **EXCLUSIONS:**

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

- 26) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

### 5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

#### 5.1 FOR PROJECTS

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

| Sl.No. | Performance Rating | Action                                |
|--------|--------------------|---------------------------------------|
| 1      | POOR               | Seek explanation for Poor performance |
| 2      | FAIR               | Seek explanation for Fair performance |



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|   |           |                                                             |
|---|-----------|-------------------------------------------------------------|
| 3 | GOOD      | Letter to the concerned for improving performance in future |
| 4 | VERY GOOD | No further action                                           |

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

26) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

26) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: **Holiday (Red Card) for One Year**

(26) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**

BCPL Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under relevant clause of GCC- Services)



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- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years.**

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension.**
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years** and they shall also to be **considered for Suspension.**

- (C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

### 5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

- 26) 5.3 FOR OPERATION & MAINTENANCE i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

- 26) ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge. Depending upon Performance Rating, following action shall be initiated by EIC:



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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

- Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - First Instance: **Holiday (Red Card) for One Year**
  - Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
- Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
  - Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
  - Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/



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Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under relevant clause of GCC- Services)

(a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years.**

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension.**

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years** and they shall also to be considered for **Suspension.**

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

### 6.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

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

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/



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Consultant, such order will be properly monitored during execution stage by the concerned site.

### **7.0 EFFECT OF HOLIDAY**

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

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

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

### **10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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



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- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL

### 11. **ERRANT BIDDER**

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

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

- 26. The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card. 2. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.



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**Annexure-1**

### Brahmaputra Cracker and Polymer Limited PERFORMANCE RATING DATA SHEET [PRDS] (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



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26. **INSTRUCTIONS FOR ALLOCATION OF MARK**<sup>1</sup>. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

### 1.2 QUALITY PERFORMANCE **40 Marks**

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

|                                      |                               |             |
|--------------------------------------|-------------------------------|-------------|
| i) Rejection/Defects                 | Marks to be allocated on      | 10 marks    |
| - 96 -ulfillata basis for acceptable | quantity as compared to total |             |
|                                      | quantity for normal cases     |             |
| ii) When quality                     | Failure of severe nature      | 0 marks     |
| failure endanger                     | - Moderate nature             | 5 marks     |
| system integration                   | - low severe nature           | 10-25 marks |
| and safety of the system             |                               |             |
| iii) Number of deviations            | 1. No deviation               | 5 marks     |
|                                      | 2. No. of deviations $\leq 2$ | 2 marks     |
|                                      | 3. No. of deviations $> 2$    | 0 marks     |



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### 1.3 RELIABILITY PERFORMANCE

20 Marks

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



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**Annexure-2**

**Brahmaputra Cracker and Polymer Limited**  
**PERFORMANCE RATING DATA SHEET [PRDS]**  
**(FOR O&M)**

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

| Performance Parameter | Delivery Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------|---------------------|--------------------------|-------|
| Maximum Marks         | 40                   | 40                  | 20                       | 100   |
| Marks Allocated (*)   |                      |                     |                          |       |

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-



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vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(\*) Allocation of marks should be as per enclosed instructions

(\*\*) Performance rating shall be classified as under:

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

Signature of  
Authorised Signatory:

Name:

Designation:

26. **INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M1.** Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

### 1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects Marks to be allocated on 10 marks  
- 99 -ulfillata basis for acceptable



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quantity as compared to total  
quantity for normal cases

|                                                                               |                                                                      |                                   |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------|
| ii) When quality failure endanger system integration and safety of the system | Failure of severe nature<br>- Moderate nature<br>- low severe nature | 0 marks<br>5 marks<br>10-25 marks |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------|

|                           |                                                                                |                               |
|---------------------------|--------------------------------------------------------------------------------|-------------------------------|
| iii) Number of deviations | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$ | 5 marks<br>2 marks<br>0 marks |
|---------------------------|--------------------------------------------------------------------------------|-------------------------------|

### 1.3 RELIABILITY PERFORMANCE

**20 Marks**

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



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**ANNEXURE-III**

**Not Applicable**



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Annexure-IV to Section-III

### BIDDING DATA SHEET (BDS)

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| A. GENERAL                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                      |    |                      |                            |                                      |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------|----|----------------------|----------------------------|--------------------------------------|
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                      |    |                      |                            |                                      |
| 1.1                        | The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.                                                                                                                                                                                                                                                                                                                                                                                                     |     |                      |    |                      |                            |                                      |
| 2.1                        | The name of the Services to be performed is: <b><u>HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS.</u></b>                                                                                                                                                                                                                                                                      |     |                      |    |                      |                            |                                      |
| 3                          | BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                             |     |                      |    |                      |                            |                                      |
| B. BIDDING DOCUMENT        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                      |    |                      |                            |                                      |
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                      |    |                      |                            |                                      |
| 8.1                        | For <b><u>clarification purposes</u></b> only, the communication address is:<br>Attention: B J Barman<br>Address: Brahmaputra Cracker and Polymer Ltd.<br>Floor/Room number: Administrative Building, C&P dept.<br>City: Lepetakata, Dibrugarh, Assam<br>ZIP Code: 786006<br>Country: India<br>Email: bhaskar.barman@bcplindia.co.in                                                                                                                            |     |                      |    |                      |                            |                                      |
| C. PREPARATION OF BIDS     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                      |    |                      |                            |                                      |
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                      |    |                      |                            |                                      |
| 11.1.1 (q)                 | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers<br><br>_____<br>_____                                                                                                                                                                                                                                                                                                           |     |                      |    |                      |                            |                                      |
| 12                         | Additional Provision for Schedule of Rate/ Bid Price are as under:<br><br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                        |     |                      |    |                      |                            |                                      |
| 12 & 13                    | Whether BCPL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td> <td><input type="text"/></td> </tr> <tr> <td>NO</td> <td><input type="text"/></td> </tr> </table><br>Details of Buyer:<br><table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd.</td> </tr> </table> | YES | <input type="text"/> | NO | <input type="text"/> | Services to be rendered at | Brahmaputra Cracker and Polymer Ltd. |
| YES                        | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |                      |    |                      |                            |                                      |
| NO                         | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |                      |    |                      |                            |                                      |
| Services to be rendered at | Brahmaputra Cracker and Polymer Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                            |     |                      |    |                      |                            |                                      |



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|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |  |                     |                                               |      |               |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--|---------------------|-----------------------------------------------|------|---------------|
|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Lepetkata, Dibrugarh, Assam |  |                     |                                               |      |               |
|                                   | PAN No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | AADCB2356E                  |  |                     |                                               |      |               |
|                                   | GST no.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 18AADCB2356E1ZY             |  |                     |                                               |      |               |
|                                   | BCPL Bank details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |  |                     |                                               |      |               |
| 14                                | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                             |  |                     |                                               |      |               |
| 15                                | The bid validity period shall be 3 months from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                             |  |                     |                                               |      |               |
| 16.1, 16.10 and 38.6              | <p>In case 'Earnest Money / Bid Security' or “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque'/Insurance Surety Bond’ / ‘Fixed Deposit Receipt’, the same should be favor of <b>Brahmaputra Cracker and Polymer Ltd.</b> , payable at Lepetkata/Dibrugarh</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of BCPL’s Bank account are as under:<br/>Account Holder Name :Brahmaputra Cracker and Polymer Limited<br/>Bank Name:State Bank of India<br/>Branch Address :CAG II, New Delhi<br/>Account No.:35662071729<br/>IFSC:SBIN0017313</p> <p>Bidder to mention reference no. “CPS/.....” in narration while remitting the CPS amount in BCPL’s Bank Account.<br/><i>BG issuance/amendment message is to be transmitted through SFMS to beneficiary’s bank as below:</i></p> <p>Account Holder Name :      Brahmaputra Cracker and Polymer Limited<br/>Bank Name:                      ICICI Bank<br/>Branch Address :              HS Road, Dibrugarh<br/>IFSC:                              ICIC0000839</p> <p><u>The issuing bank while issuing/amending the <b>BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</b></u></p> <table><tr><td><i>Field Number</i></td><td><i>Particulars (to be mentioned in Row 1)</i></td></tr><tr><td>7037</td><td>BCPL566911048</td></tr></table> |                             |  | <i>Field Number</i> | <i>Particulars (to be mentioned in Row 1)</i> | 7037 | BCPL566911048 |
| <i>Field Number</i>               | <i>Particulars (to be mentioned in Row 1)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |  |                     |                                               |      |               |
| 7037                              | BCPL566911048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |  |                     |                                               |      |               |
| D. SUBMISSION AND OPENING OF BIDS |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |  |                     |                                               |      |               |
| ITB clause                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |  |                     |                                               |      |               |



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|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                      |                |                      |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|----------------|----------------------|
| <b>4.0 of IFB</b>                            | For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:<br>Attention: B J Barman<br>Address: Brahmaputra Cracker and Polymer Ltd.<br>Floor/Room number: Administrative Building, C&P dept.<br>City: Lepetakata, Dibrugarh, Assam<br>ZIP Code: 786006<br>Country: India                                                                                                                                                                                                                                                                                |            |                      |                |                      |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                      |                |                      |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                      |                |                      |
| 32                                           | Evaluation Methodology is mentioned in Section-II.<br><br>Tie-breaker methodology available on GeM portal will be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                      |                |                      |
| 34                                           | 26) The following Purchase Preference Policy will be applicable as per provisions mentioned in tenderi) Micro & Small Enterprises (MSEs)<br>ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017                                                                                                                                                                                                                                                                                                                                   |            |                      |                |                      |
| <b>F. AWARD OF CONTRACT</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                      |                |                      |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                      |                |                      |
| 37                                           | State of India which stamp paper is required for Contract Agreement:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| 38                                           | Contract Performance Security/ Security Deposit<br><table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td><td style="width: 50%; text-align: center;"><input type="text"/></td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;"><input type="text"/></td></tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit<br/>CPS/SD @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.</p> | APPLICABLE | <input type="text"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE                                   | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      |                |                      |
| NOT APPLICABLE                               | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      |                |                      |
| 40                                           | Whether tendered item is non-split able or not-divisible :<br><table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">YES</td><td style="width: 50%; text-align: center;"><input type="text"/></td></tr> <tr> <td>NO</td><td style="text-align: center;"><input type="text"/></td></tr> </table>                                                                                                                                                                                                                                                                               | YES        | <input type="text"/> | NO             | <input type="text"/> |
| YES                                          | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      |                |                      |
| NO                                           | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      |                |                      |
| 41                                           | Provision of AHR Item :<br><table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td><td style="width: 50%; text-align: center;"><input type="text"/></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                          | APPLICABLE | <input type="text"/> |                |                      |
| APPLICABLE                                   | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                      |                |                      |



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|      |                                                                   |                      |
|------|-------------------------------------------------------------------|----------------------|
|      | NOT APPLICABLE                                                    | <input type="text"/> |
| 44.1 | Quarterly Closure of Contract                                     |                      |
|      | APPLICABLE                                                        | <input type="text"/> |
|      | NOT APPLICABLE                                                    | <input type="text"/> |
| 49   | Applicability of provisions relating to Startups:                 |                      |
|      | APPLICABLE                                                        | <input type="text"/> |
|      | NOT APPLICABLE                                                    | <input type="text"/> |
| 54   | Applicability of provisions relating to Order Transmittal System: |                      |
|      | APPLICABLE                                                        | <input type="text"/> |
|      | NOT APPLICABLE                                                    | <input type="text"/> |



फॉर्म और प्रारूप  
**FORMS & FORMATS**



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**LIST OF FORMS & FORMAT**

| Form No. | Description                                                                         |
|----------|-------------------------------------------------------------------------------------|
| F-1      | BIDDER'S GENERAL INFORMATION                                                        |
| F-2A     | DECLARATION FOR BID SECURITY                                                        |
| F-2      | PROFORMA "F "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"             |
| F-3      | LETTER OF AUTHORITY                                                                 |
| F-4      | PROFORMA "F "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5      | AGREED TERMS & CONDITIONS                                                           |
| F-6      | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                  |
| F-7      | BIDDER'S EXPERIENCE                                                                 |
| F-8 (A)  | CHECK LIST                                                                          |
| F-8 (B)  | CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS                    |
| F-9      | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE          |
| F-10     | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER  |
| F-11     | BIDDER'S QUERIES FOR PRE BID MEETING                                                |
| F-12     | E-BANKING MANDATE FORM                                                              |
| F-13     | INTEGRITY PACT                                                                      |
| F-14     | FREQUENTLY ASKED QUESTIONS                                                          |
| F-15     | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)  |
| F-16     | FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT                 |



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### F-1

### BID'ER'S GENERAL INFORMATION

To,  
M/s Brahmputra Cracker and Polymer Lt\_\_

TENDER NO:

|    |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name                                                                                                                                                                                                                   | M/s.....                                                                                                                                                                                                                                                                    |
| 2  | Status of Firm                                                                                                                                                                                                                | Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others<br><br>If Others Specify:_____<br><br>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3a | Name of Proprietor/ Partners/ Directors of the firm/company<br>[As per cl.no.4.0 of Section-III of Tender Document]                                                                                                           | 1.<br>2.<br>3.                                                                                                                                                                                                                                                              |
| 3b | Name of Power of Attorney holders of bidder                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             |
| 4  | Number of Years in Operation                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                             |
| 5  | Address of Registered Office:                                                                                                                                                                                                 | <br>City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                |
| 6  | Bidder's address where order/contract is to be placed *                                                                                                                                                                       | <br>City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                |
| 7  | Address from where Goods/ Services are to be dispatched/ provided along with GST no.<br><br>(In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided). | <br>City:<br>District:<br>State:<br>PIN/ZIP:<br>GST No.:                                                                                                                                                                                                                    |



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|    |                                                                                                                                                                                                                                                                          |                                                                                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 8  | Telephone Number & Contact Information address where order is to be place                                                                                                                                                                                                | _____<br>(Country Code) (Area Code) (Telephone No.)<br>Mobile No. : .....<br>e-mail ID: ..... |
| 9  | Website                                                                                                                                                                                                                                                                  |                                                                                               |
| 10 | Mobile Numbe                                                                                                                                                                                                                                                             | _____<br>_____                                                                                |
| 11 | ISO Certification, if any                                                                                                                                                                                                                                                | [If yes, please furnish details]                                                              |
| 12 | PAN No.                                                                                                                                                                                                                                                                  |                                                                                               |
| 13 | GST No. (refer sl. no. 7 above)                                                                                                                                                                                                                                          |                                                                                               |
| 14 | Whether Micro or Small Enterprise                                                                                                                                                                                                                                        | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether MSE is owned by SC/ST Entrepreneur(s)                                                                                                                                                                                                                            | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether MSE is owned by Women                                                                                                                                                                                                                                            | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether payment is required through TReDS                                                                                                                                                                                                                                | Yes / No<br>If Yes, please provide the name of portal<br>.....                                |
| 15 | Whether Bidder is Startup or not                                                                                                                                                                                                                                         | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49) |
|    | In case of Start-up confirm the following:<br>(i) Date of its incorporation/ registration<br>[The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]<br>(ii) Whether turnover for any financial years since |                                                                                               |



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|  |                                                       |  |
|--|-------------------------------------------------------|--|
|  | incorporation/ registration has exceed Rs.100 Crores. |  |
|--|-------------------------------------------------------|--|

Note: *\*BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.*

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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**FORMAT F-2A**

**DECLARATION FOR BID SECURITY**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LT\_\_

**SUB: HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**

**TENDER NO:**

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s\_\_\_\_\_ (**Name of Bidder**) have submitted our offer/ bid no. ....

We, M/s\_\_\_\_\_ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

- (26) We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
- (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

- (26) ) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

**OR**  
**FORMAT F-2**

**PROFORMA "F "BANK GUARANTEE" F"R "EARNEST MONEY DEPOSIT/ BID  
SECURITY"**

(To be stamped in accordance with the Stamp Act)

|                                                   |                                                                                                                                          |  |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmputra Cracker and<br>Polymer Lt__ | <b>Bank Guarantee No.</b>                                                                                                                |  |
|                                                   | <b>Date of BG</b>                                                                                                                        |  |
|                                                   | <b>BG Valid up to (Expiry date)</b>                                                                                                      |  |
|                                                   | <b>Claim period up to (indicate date of<br/>expiry of claim period which<br/>includes minimum three months<br/>from the expiry date)</b> |  |
|                                                   | <b>Stamp Sl. No./e-Stamp Certificate<br/>No.</b>                                                                                         |  |

**Dear Sir(s),**

In accordance with Tender Document under your reference No \_\_\_\_\_ M/s.

\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender f\_\_

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of \_\_\_\_\_ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document 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 any recourse to the Bidder by Brahmputra Cracker and Polymer Ltd., the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by Brahmputra Cracker and Polymer Ltd., 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 two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.



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Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . .  
. . . . . (currency in words only ) . . . . .
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name .....  
Designation .....

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_ --

(OFFICIAL ADDRESS)

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-1".



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned "t ""TB".
5. Bidder must indicate the full postal address of the Bank along with the B'nk's E-mail / Fax / Phone from where the Earnest money Deposit has been issued as per proforma provided below..
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.

### MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

|     |                                          |          |                                   |                             |         |             |
|-----|------------------------------------------|----------|-----------------------------------|-----------------------------|---------|-------------|
| 1   | BANK GUARANTEE NO                        | :        |                                   |                             |         |             |
| 2   | VENDOR NAME / VENDOR CODE                | :        | NAME                              |                             |         |             |
|     |                                          |          | VENDOR CODE                       |                             |         |             |
| 3   | BANK GUARANTEE AMOUNT                    | :        |                                   |                             |         |             |
| 4   | TENDER NO                                | :        |                                   |                             |         |             |
| 5   | NATURE OF BANK GUARANTEE                 | :        |                                   |                             |         |             |
|     | (Please Tick (✓) Whichever is Applicable |          | PERFORMANC<br>E BANK<br>GUARANTEE | SECURI<br>TY<br>DEPOSI<br>T | EM<br>D | ADVANC<br>E |
| 6   | BG ISSUED BANK DETAILS                   | (A)      | EMAIL ID                          | :                           |         |             |
| (B) |                                          | ADDRESS  | :                                 |                             |         |             |
| (C) |                                          | PHONE NO | :                                 |                             |         |             |
|     |                                          |          |                                   |                             |         |             |



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**F-3**

**LETTER OF AUTHORITY**

[Proforma for Letter of Authority for Attending 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Brahmputra Cracker and Polymer Ltd\_\_

SUB: **HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**

TENDER NO:

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending Pre-Bid Meeting, 'against the above Tender Document:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than two [02] persons per Bidder are permitted to attend "Pre-Bid Meetings" / "Un-priced Bid Opening" / "Price Bid Opening".
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / "Un-priced Bid Opening".

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

F-4

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

|                                                   |                                                                                                                                          |  |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmputra Cracker and<br>Polymer Lt__ | <b>Bank Guarantee No.</b>                                                                                                                |  |
|                                                   | <b>Date of BG</b>                                                                                                                        |  |
|                                                   | <b>BG Valid up to (Expiry date)</b>                                                                                                      |  |
|                                                   | <b>Claim period up to (indicate date of<br/>expiry of claim period which<br/>includes minimum three months<br/>from the expiry date)</b> |  |
|                                                   | <b>Stamp Sl. No./e-Stamp Certificate<br/>No.</b>                                                                                         |  |

**Dear Sir(s),**

M/s. \_\_\_\_\_ having  
registered office at \_\_\_\_\_ (herein after called the "contractor/supplier" which  
expression shall wherever the context so require include its successors and assignees) have been  
placed/ awarded the job/work of \_\_\_\_\_ vide  
PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Brahmputra Cracker  
and Polymer Ltd. having registered office at 1<sup>st</sup> Floor, House No 6  
Bhuban Road, Uzanbazar Guwahati, Assam P-n - 781001 (herein after called the "BCPL" which  
expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_) as full  
Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract  
Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial  
Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER  
LTD., in case of default.

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

1. We \_\_\_\_\_ hereby  
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made  
by M/s. \_\_\_\_\_ in performing any of the terms and  
conditions of the tender/order/contract or in payment of any money payable to  
BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without  
demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..**



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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- as BCPL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said \_\_\_\_\_ M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.
10. Notwithstanding anything contained herein:
  - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only ) . . . . .
  - b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
  - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name .....

Designation .....

Yours faithfully,

Bank by its Constituted Attorney

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



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## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

### INSTRUCTIONS FOR FURNISHIN“

"CONTRACT PERFORMANCE SECURITY / SECURITY DEPO"IT" "Y "BANK  
GUARAN"EE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as p'r 'stamp d'ty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Gaurantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

### MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

|     |                                            |          |                               |                     |     |         |
|-----|--------------------------------------------|----------|-------------------------------|---------------------|-----|---------|
| 1   | BANK GUARANTEE NO                          | :        |                               |                     |     |         |
| 2   | VENDOR NAME / VENDOR CODE                  | :        | NAME                          |                     |     |         |
|     |                                            |          | VENDOR CODE                   |                     |     |         |
| 3   | BANK GUARANTEE AMOUNT                      | :        |                               |                     |     |         |
| 4   | PURCHASE ORDER/ LOA NO                     | :        |                               |                     |     |         |
| 5   | NATURE OF BANK GUARANTEE                   | :        |                               |                     |     |         |
|     | (Please Tick ( √ ) Whichever is Applicable |          | PERFORMANCE<br>BANK GUARANTEE | SECURITY<br>DEPOSIT | EMD | ADVANCE |
| 6   | BG ISSUED BANK DETAILS                     |          |                               |                     |     |         |
| (A) |                                            | EMAIL ID | :                             |                     |     |         |
| (B) |                                            | ADDRESS  | :                             |                     |     |         |
| (C) |                                            | PHONE NO | :                             |                     |     |         |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..



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**Annexure**

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY  
VENDOR ALONG WITH BANK GUARANTEE**

|                               |                                                                       |     |                                                                                                                          |                               |                     |             |         |
|-------------------------------|-----------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|-------------|---------|
| 1                             | BANK GUARANTEE NO                                                     | :   |                                                                                                                          |                               |                     |             |         |
| 2                             | VENDOR NAME / VENDOR CODE                                             | :   | <table><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>                                     | NAME                          |                     | VENDOR CODE |         |
| NAME                          |                                                                       |     |                                                                                                                          |                               |                     |             |         |
| VENDOR CODE                   |                                                                       |     |                                                                                                                          |                               |                     |             |         |
| 3                             | BANK GUARANTEE AMOUNT                                                 | :   |                                                                                                                          |                               |                     |             |         |
| 4                             | PURCHASE ORDER/ LOA NO                                                | :   |                                                                                                                          |                               |                     |             |         |
| 5                             | NATURE OF BANK GUARANTEE<br>(Please Tick (√) Whichever is Applicable) | :   | <table><tr><td>PERFORMANCE<br/>BANK GUARANTEE</td><td>SECURITY<br/>DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table> | PERFORMANCE<br>BANK GUARANTEE | SECURITY<br>DEPOSIT | EMD         | ADVANCE |
| PERFORMANCE<br>BANK GUARANTEE | SECURITY<br>DEPOSIT                                                   | EMD | ADVANCE                                                                                                                  |                               |                     |             |         |
| 6                             | BG ISSUED BANK DETAILS                                                | :   |                                                                                                                          |                               |                     |             |         |
|                               | (A) EMAIL ID                                                          | :   |                                                                                                                          |                               |                     |             |         |
|                               | (B) ADDRESS                                                           | :   |                                                                                                                          |                               |                     |             |         |
|                               | (C) PHONE NO/<br>MOBILE NO.                                           | :   |                                                                                                                          |                               |                     |             |         |

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REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

**F-5**

**AGREED TERMS & CONDITIONS**

To,

M/s Brahmputra Cracker and Polymer Lt\_\_

**SUB: HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**

**TENDER NO:**

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                 | BID'ER'S CONFIRMATION                              |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1   | Bid'er's name, Vendor Code of BCPL (if any) and address<br>(FOA/Order shall be released in this name)                                                                                                                                                                                       | Bid'er's name :<br>BCPL's Vendor Code:<br>Address: |
| 2.  | Bidder confirms the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                          |                                                    |
| 3.  | Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).                                                                                                                           |                                                    |
| 4   | Bidder confirms that they have quoted <b>GST (CGST &amp; SGST/ UTGST or IGST )</b> in Price Schedule/ SOR of Price bid.                                                                                                                                                                     |                                                    |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b><br><br>If yes, Bidder confirms that they have quoted /included applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid | Yes/ No<br><br>.....                               |
| 4.2 | Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid                                                                                                                                                                    |                                                    |
| 4.3 | Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).                                                                                                              |                                                    |
| 4.4 | Whether bidder is liable to raise E-Invoice as per GST Act.                                                                                                                                                                                                                                 |                                                    |

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | BID'ER'S<br>CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| 4.5 | Bidder confirms that GST registration details have been updated on GeM portal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| 5.  | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |
| 6.  | Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |
| 7.  | Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                          |
| 8.  | Bidder confirms compliance to Completion Schedule as specified in Bid document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| 9.  | Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.<br><br>In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).                                                                                                                                                                                                                                                                                                                                           |                          |
| 10. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).<br>b) Bidder confirms that printed terms and conditions of bidder are not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| 11. | Bidder confirms their offer is valid for period specified in BDS from Final/ Extended bid due date of submission of bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| 12. | Bidder furnishes EMD/Bid Security details as under:<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BID'ER'S<br>CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | d) Bank Address/e-mail ID/Mobile no. [in case of BG]<br><b>OR</b><br>Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.8 of Section-III].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |
| 13. | (26) Bidder confirms that none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL<br>or<br>(ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| 14. | All correspondence must be in ENGLISH language only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 15. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| 16. | Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |
| 17. | <u>No Deviation Confirmation:</u><br>It may be noted that a 'y' 'deviation / except'on' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken a 'y' 'exception / deviat'on' anywhere in the Bid. In case a 'y' 'deviation / except'on' is mentioned or noticed, Bidder's Bid may be rejected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 18. | If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable<br>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is |                          |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
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# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | BID'ER'S<br>CONFIRMATION |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."t."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| 19. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 20. | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description 'f 'Schedule of Ra'es' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform f125ulfillmentent of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |
| 21. | <p>Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings 'r 'bankrup'cy'.</p> <p>In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.</p> |                          |
| 22. | Bidder confirms that they have read and understood the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..**



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BID'ER'S<br>CONFIRMATION |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | General Conditions of Contra-t - Services enclosed at Section-IV & 'o 'exception / deviat'on' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC- Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| 23. | Bidder certifies that they <del>would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (<a href="http://www.bcplonline.co.in">www.bcplonline.co.in</a>)]</del> and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time. |                          |
| 24. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.                                                                                                                                                                                                                                                                                  |                          |
| 25. | Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).<br><br>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 26. | Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| 27. | In case of any variance in the terms and conditions between GeM Contract and SAP PO/LOA, the terms and conditions of SAP PO/LOA shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |
| 28. | Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in the their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and BCPL's decision in this regard shall be final.                                                                                                                                                                                                                                                                                                                                    |                          |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | BID'ER'S<br>CONFIRMATION |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 29. | As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. <b>(Applicable only for MSE Bidders).</b> |                          |
| 30  | Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| 31  | Bidder confirms bidder has submitted Form-1 & 2 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 <b>[Applicable for Procurement/Purchase value upto Rs.10 Crores]</b>                                                                                                                                                                                                                                                                                                                                             |                          |
| 32  | Bidder confirms bidder has submitted Form-1, 2 & 3 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 <b>[Applicable for Procurement/Purchase value in excess of Rs.10 Crores]</b>                                                                                                                                                                                                                                                                                                                                  |                          |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

**F-6**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,  
M/s Brahmputra Cracker and Polymer Ltd.

**SUB: HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**

**TENDER NO:**

Dear Sir,

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

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

Postal Address with Pin Code: .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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**BIDDER'S EXPERIENCE**

To,

M/s Brahmputra Cracker and Polymer Ltd.

**SUB: HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**

TENDER NO:

| Sl. No | Description of the Supply/ Services | PO/ Contr- act No. and date | Full Address & phone nos. of Client. | Postal & nos. of | Value of Contract /Order (Specify Currency Amount) | Date of Commencement | Scheduled Completion /Delivery Period (Months) | Date of Actual Completion | Reasons for delay in execution, if any |
|--------|-------------------------------------|-----------------------------|--------------------------------------|------------------|----------------------------------------------------|----------------------|------------------------------------------------|---------------------------|----------------------------------------|
| (1)    | (2)                                 | (3)                         | (5)                                  | (6)              | (7)                                                | (8)                  | (9)                                            | (10)                      |                                        |
|        |                                     |                             |                                      |                  |                                                    |                      |                                                |                           |                                        |
|        |                                     |                             |                                      |                  |                                                    |                      |                                                |                           |                                        |
|        |                                     |                             |                                      |                  |                                                    |                      |                                                |                           |                                        |
|        |                                     |                             |                                      |                  |                                                    |                      |                                                |                           |                                        |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**Note: As per Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.**

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

### F-8 (A) CHECK LIST

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

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

| S. No. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                               | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)                                                                                                                                                                                                                                                                        |           |                                         |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                                                                                                                                                                                                                                                                   |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                                                                                                                                                                                                                                                     |           |                                         |
| ii     | EMD/Bid Security / Declaration for Bid Security as per provisions of Tender                                                                                                                                                                                                                                                                                                                               |           |                                         |
| iii    | signed & stamped tender document along with drawings and addendum (if any)                                                                                                                                                                                                                                                                                                                                |           |                                         |
| iv     | Power of Attorney in the name of person signing the bid.                                                                                                                                                                                                                                                                                                                                                  |           |                                         |
| v      | Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).                                                                                                                                                                                                                                                                                     |           |                                         |
| 3.0    | Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped by authorised person(s)                                                                                                                                                                                                                                                                                          |           |                                         |
| 4.0    | Confirm that the price part is uploaded in GeM portal.                                                                                                                                                                                                                                                                                                                                                    |           |                                         |
| 5.0    | Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and Class I Local supplier).                                                                                                                                                                                                                                                                 |           |                                         |
| 6.0    | Confirm that Undertaking as per Form-2 to Annexure-III to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-III to Section-III are submitted (Applicable for all bidders including MSEs bidders). |           |                                         |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
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|     |                                                                                                                                                                      |  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 7.0 | Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India) |  |  |
| 8.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)                                                                                 |  |  |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**F-8(B)**  
**CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS**  
**(refer Section II of Tender document)**

| BEC Clause No.       | Description                                                              | Documents required for qualification                                                                                                                                                       | Documents Submitted by Bidder | Documents attested as per Section-II of Tender | Reference Page No. of the Bid submitted |
|----------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| <b>Technical BEC</b> |                                                                          |                                                                                                                                                                                            |                               |                                                |                                         |
| 1.                   | <b>Experience</b>                                                        | (a) .....<br>(b) .....<br>(c) .....                                                                                                                                                        |                               | Yes/No                                         |                                         |
| 2.                   | <b>Job executed for Subsidiary / Fellow subsidiary/ Holding company.</b> | 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. |                               | Yes/No                                         |                                         |



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|                      |                                      |                                                                                                                                                                                                                                        |                                     |                                            |        |  |
|----------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------|--------|--|
| 3.                   | <b>Any technical criteria in BEC</b> | <b>other criteria</b>                                                                                                                                                                                                                  | (a) .....<br>(b) .....<br>(c) ..... |                                            | Yes/No |  |
| <b>Financial BEC</b> |                                      |                                                                                                                                                                                                                                        |                                     |                                            |        |  |
| 1.                   | <b>Average Annual Turn Over</b>      | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years                                                        |                                     | Submitted<br>(Mention specific year..... ) | Yes/No |  |
| 2.                   | <b>Net Worth</b>                     | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.                                                                   |                                     | Submitted<br>(Mention specific year.....)  | Yes/No |  |
| 3.                   | <b>Working Capital</b>               | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.<br><br>If the bidder's working capital is negative or inadequate, |                                     | Submitted<br>(Mention specific year..... ) | Yes/No |  |

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(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

|    |                                                             |                                                                                                                                                                                                                               |                                                                 |     |  |  |
|----|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----|--|--|
|    |                                                             | the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above. | Submitted/<br>Applicable<br>(Bidder to tick appropriate option) | Not |  |  |
| 4. | <b>Format for Details of financial capability of Bidder</b> | Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).                                                   | Submitted                                                       |     |  |  |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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**E-9**

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

(To be provided on Bank's letter head)

Date:

To,  
M/s. Brahmputra Cracker and Polymer Ltd.

Dear Sir,

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

The Customer has informed that they wish to bid for BCPL's Tender No. \_\_\_\_\_ dated ..... for ..... (Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit. Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the Bidder) for at least an amount of Rs. \_\_\_\_\_

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

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

**Note:**

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### F-10

Page 1 of 2

### **FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

**A. AVERAGE ANNUAL FINANCIAL TURNOVER\* DURING THE LAST THREE FINANCIAL YEARS**

| Year                                                                          | Amount (Currency) |
|-------------------------------------------------------------------------------|-------------------|
| Year 1:                                                                       |                   |
| Year 2:                                                                       |                   |
| Year 3:                                                                       |                   |
| Total (A)                                                                     |                   |
| Average Annual Financial Turnover during the last three financial years (A/3) |                   |

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

| Description  | Year ____         |
|--------------|-------------------|
|              | Amount (Currency) |
| 1. Net Worth |                   |

**C. WORKING CAPITAL\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

| Description                                             | Year ____         |
|---------------------------------------------------------|-------------------|
|                                                         | Amount (Currency) |
| 1. Current Assets                                       |                   |
| 2. Current Liabilities                                  |                   |
| 3. Working Capital (Current Assets-Current liabilities) |                   |

**\*Refer Instructions on page 2 of 2**

**Note:**

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:

[Signature of Authorized Signatory]



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

Chartered Accountant/CPA

Date:

Name:

Designation:

Seal:

Membership No.:

UDIN:

Page 2 of 2

**Instructions for Format F-10:**

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 “Revenue from Operations” as per Profit & Loss account of audited annual financial statements. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
  - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
4. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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F-11

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s Brahmputra Cracker and Polymer Ltd.

Sub : **HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS.**

Tender No :

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

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

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_



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**F-12**

**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:



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**F-13**  
**INTEGRITY PACT**

for Integrity Pact



(Pranjal Kumar Phukan)





ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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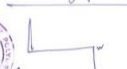
## INTEGRITY PACT

### INTRODUCTION:

BCPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (BCPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

for Integrity Pact  
  
(Pranjali Kumar Phukan)



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### ANNEXURE-1

**Bidder is required to sign the Integrity Pact with BCPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.**

#### I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BCPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
  - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
  - ii) If it comes to know of any unethical or illegal payment / benefit;
  - iii) If it makes any payment to any BCPL associate.
- f) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

#### II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. Further, BCPL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

for Integrity Pact  
  
(Pranjali Kumar Phukia)



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**INDEPENDENT EXTERNAL MONITORS (IEMS)**

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by BCPL, in terms of Integrity Pact (IP) which forms part of BCPL Tenders / Contracts.

- i) Sh. S. Srinivasan [email: [s.srinivasan1980@gmail.com](mailto:s.srinivasan1980@gmail.com) ]
- ii) Smt. Deepa Krishan [e-mail: [deepakrishan@gmail.com](mailto:deepakrishan@gmail.com)]

This panel is authorised to examine / consider all references made to it under this tender/ contract. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Sh. S. Srinivasan, email: [s.srinivasan1980@gmail.com](mailto:s.srinivasan1980@gmail.com) and Smt. Deepa Krishan [e-mail: [deepakrishan@gmail.com](mailto:deepakrishan@gmail.com)] or with CC to them through their

Nodal Officer (presently Pranjal Phukan, CM (C&P)- Email [pranjalk.phukan@bcplindia.co.in](mailto:pranjalk.phukan@bcplindia.co.in)) in BCPL On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and BCPL authorities concerned for their disposal as per extant guidelines.

for Integrity Pact  
  
(Pranjal Kumar Phukan)



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

**ANNEXURE-2**

## **INTEGRITY PACT**

**(To be executed on plain paper)**

**Between Brahmputra Cracker and Polymer Ltd., a Government of India Public Sector,  
(here-in-after referred to as “Principal”).**

**AND**

\_\_\_\_\_ **(here-in-after referred to as “The Bidder/ Contractor”).**

**(Principal and the Bidder / Contractor are here-in-after are referred to individually as  
“Party” or collectively as “Parties”).**

## **PREAMBLE**

The Principal intends to award under laid down organizational procedures, contract/s for \_\_\_\_\_. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

- 1.** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
  - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
  - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.



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- iii) The Principal will exclude from the process all known prejudiced persons.

*for Integrity Pact*  
  
*(Pranjal Kumar Phukan)*

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
  - The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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For Integrity Pact  
  
(Pranjal Kumar Phukaa)

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

### **Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors**

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.



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2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

For Integrity Pact  
  
(Pranjali Kumar Phukaa)

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.
4. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no



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right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

for Integrity Pact  
  
(Pranjal Kumar Phukan)

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL.

### Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.



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4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

for Integrity Pact  
  
(Pranjal Kumar Phukan)

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

for Integrity Pact  
  
(Pranjal Kumar Phukan)

-----  
(For & on Behalf of Principal)

(Office Seal)

-----  
(For & on Behalf of  
Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

.....  
.....  
.....

Witness 2:

(Name & Address)

.....  
.....  
.....



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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**F-14**

**FREQUENTLY ASKED QUESTIONS (FAQs)**

| SL.NO. | QUESTION                                                              | ANSWER                                                                                                                                                                             |
|--------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0    | Can any vendor quote for subject Tender?                              | Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.                                                     |
| 2.0    | Should the Bid Evaluation Criteria documents be attested?             | Yes. Please refer Section II of Tender document                                                                                                                                    |
| 3.0    | Is attending Pre Bid Meeting mandatory.                               | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0    | Can a vendor submit more than 1 offer?                                | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.                                                                                                        |
| 5.0    | Is there any Help document available for GeM portal.                  | Refer training module presentations and FAQs as available on GeM portal.                                                                                                           |
| 6.0    | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.                                                                                                            |
| 7.0    | Are there are any benefits available to Startups?                     | Refer Clause No. 49 of Instructions to Bidders of Tender Document.                                                                                                                 |

All the terms and conditions of Tender remain unaltered.



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**F-15**

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE  
AS PER GST LAWS)**

**(to be submitted on letter head along with documents for release of payment)**

To,  
M/s. Brahmputra Cracker and Polymer Ltd.

SUB: .....

PO NO: .....

**Dear Sir,**

We \_\_\_\_\_ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

**(Supplier is to tick appropriate option (✓ or X) above).**

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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**NO CLAIM CERTIFICATE  
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

***[On the Letter-head of Contractor]***

We, \_\_\_\_\_, a company incorporated under the laws of India/ a Consortium between \*\_\_\_\_ and \*\_\_\_\_ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of \*\_\_\_\_ and \*\_\_\_\_ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at \_\_\_\_\_ and carrying on business under the name and style M/s. \_\_\_\_\_ were awarded the contract by Brahmputra Cracker and Polymer Ltd. in reference to Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahmputra Cracker and Polymer Ltd.

We further absolve Brahmputra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

|        |                                                         |
|--------|---------------------------------------------------------|
| Place: | [Signature of Authorized Signatory of Service Provider] |
| Date:  | Name:                                                   |
|        | Designation:                                            |
|        | Seal:                                                   |



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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**भाग – IV**

**SECTION – IV**

**संविदा की सामान्य शर्तें) जीसीसी(**

**GENERAL CONDITIONS OF CONTRACT (GCC)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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**GENERAL CONDITIONS OF CONTRACT**

**FOR**

**PROCUREMENT OF SERVICES**

**Brahmaputra Cracker and Polymer Ltd.**

**(Rev. 0)**



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### SECTION – I

#### DEFINITIONS & INTERPRETATIONS

##### Definition of Terms

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The "Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Brahmputra Cracker and Polymer Ltd. (BCPL), a public limited company, having its Registered office at 1st Floor, House No 6, Bhuvan Road, Uzanbazar, Guwahati, Assam, Pin - 781001 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.



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"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

"Service Provider's/ Bidder's Representative" means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

"Site" means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

"Specifications" means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.



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"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

### 1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.



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1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

### 1.3 SPECIAL CONDITIONS OF CONTRACT

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume 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.

1.3.3 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.

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider 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.

1.3.5 The materials, design and services shall satisfy the relevant 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.

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### SECTION – II

#### 2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

##### 2.1 FORMATION OF CONTRACT

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).

2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

##### 2.2 SIGNING OF AGREEMENT

2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

##### 2.3 ADDENDA/CORRIGENDA

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

##### 2.4 LIABILITY OF GOVERNMENT OF INDIA

2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

##### 2.5 SITE VISIT



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2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

### 2.6 ACTION IN CASE OF CORRUPT/FRAUDULENT /COLLUSIVE /COERCIVE PRACTICES AND EVALUATION OF PERFORMANCE

The Bidder(s)/Service Provider(s) are required to abide by the following provisions:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Detailed Procedure is elaborated in the tender document.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of BCPL and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/BCPL/Organization(s) of the fraud/suspected fraud as soon as it comes to their notice.

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

Detailed Procedure is elaborated in the tender document.

### 2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

### 2.8 CONFLICT OF INTEREST

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

### 2.9 ABNORMAL RATES

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is



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noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

### 2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the



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Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

### 2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL

2.11.1 Service Provider shall appoint a person ("Service Provider's Representative") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

### 2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.



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While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of society also in order to have a fair representation of these sections.

### 2.13 CONTRACT PERFORMANCE SECURITY (CPS)

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract completion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.

2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS . As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.



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2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

### 2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.



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2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

### **2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14**

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

### **2.16 CHANGE IN CONSTITUTION**



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2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

### 2.17 TERMINATION OF CONTRACT

#### 2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

#### 2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

#### 2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with BCPL. The detailed procedure for banning including suspension is elaborated in the tender document.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard is elaborated in the tender document.

#### 2.17.4 TERMINATION FOR CONVENIENCE



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Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

### 2.18 AMOUNT PAYABLE IN CASE OF TERMINATION

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

### 2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

### 2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

### 2.21 FORCE MAJEURE

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;



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(c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

### 2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

### 2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party. Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

### 2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

### 2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service



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Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

### 2.22 PRICE REDUCTION SCHEDULE

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, BCPL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider.

### 2.23 ASSIGNMENT/SUBLET

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any



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manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

### 2.24 LIENS

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.

2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

### 2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for



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the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

### 2.26 NO WAIVER OF RIGHTS

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

### 2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

### 2.28 LANGUAGE AND MEASURES

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

### 2.29 RELEASE OF INFORMATION

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

### 2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.



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### 2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

### 2.32 NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

### 2.33 CONFIDENTIALITY

The Service Provider, its Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

### 2.34 INTELLECTUAL PROPERTY RIGHT

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.



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**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..**



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### SECTION - III

#### 3.0 PERFORMANCE OF SERVICE

##### 3.1 EXECUTION OF SERVICES

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

##### 3.2 CHANGES IN SERVICES

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

##### 3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

##### 3.4 SUSPENSION OF SERVICES



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3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

### 3.5 DEFECTS LIABILITY PERIOD

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warranties for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### 3.6 COMPLETION CERTIFICATE

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.



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**3.6.2 COMPLETION CERTIFICATE:** Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

**3.6.3 COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

**3.6.4 EXECUTION CERTIFICATE:**

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

### 3.7 FINAL DECISION & FINAL CERTIFICATE

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

### 3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.



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**3.9 INDEMNITY**

3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

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### SECTION – IV

#### 4.0 PAYMENT, INSURANCE AND TAXES

#### 4.1 DEDUCTION FROM THE CONTRACT PRICE

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

#### 4.2 SCHEDULE OF RATES AND PAYMENTS

#### 4.2.1 SERVICE PROVIDER'S REMUNERATION

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

#### 4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

#### 4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished,



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complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

### 4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

### 4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

### 4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

### 4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

## 4.3 PROCEDURE FOR BILLING OF SERVICES

### 4.3.1 BILLING PROCEDURE

Following procedures shall be adopted for billing of services executed by the Service Provider.



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4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 COMPUTERISED BILLING SYSTEM: Brahmaputra Cracker and Polymer Ltd. has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in BCPL by a Service Provider, a receipt number is usually generated. The Service Provider may also know the status of the Bill through BCPL's website.

### 4.3.2 MODE OF MEASUREMENT

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

### 4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

### 4.5 INSURANCE

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..



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4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

### 4.5.4 INSURANCE TYPES

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.

General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.

Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

### 4.5.6 CERTIFICATE OF INSURANCE



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Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

type and amounts of insurance as required herein;  
insurance company or companies carrying the aforesaid coverage;  
effective and expiry dates of policies;  
that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and  
the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

### 4.6 TAXES AND DUTIES

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.



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4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

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

4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

### 4.7 INCOME TAX

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

### 4.8 STATUTORY VARIATIONS

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission



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of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

### 4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result



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from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.



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### SECTION – V

#### 5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

##### 5.1 LABOUR LAWS

No labour below the age of 18 (eighteen) years shall be employed on the Job.

- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948, Employers Liability Act 1938, Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages



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or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

### 5.2 SAFETY REGULATIONS

In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

### 5.3 FIRST AID AND INDUSTRIAL INJURIES

i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.

ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.

All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

### 5.4 GENERAL RULES

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.



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### 5.5 CARE IN HANDLING INFLAMMABLE GAS

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

### 5.6 PRESERVATION OF PLACE

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

### 5.7 ENVIRONMENT

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;

Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and

Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC.



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Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

### 5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;

be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.



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### SECTION – VI

#### 6.0 DISPUTE RESOLUTION AND ARBITRATION

##### 6.1 DISPUTE RESOLUTION

###### 1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).

(ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15 days from the date of issue raised.

(iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

###### 2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of ‘Delhi International Arbitration Centre’.

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.



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2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.

b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

### 3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

### 4. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

## PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. BCPL /

dated -----

Contract Agreement for the Services of ----- of Brahmputra Cracker and Polymer Ltd. made on ----- between (Name and Address)-----, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Brahmputra Cracker and Polymer Ltd. 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

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- A. The Employer being desirous of having provided and executed certain services 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 Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, 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 Services 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 Services 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 Services, 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 Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services 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 Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services 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 Services 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 Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider 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 Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, 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

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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 Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider 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 Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services 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 Service Provider 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 Employer.  
Brahmaputra Cracker and Polymer Ltd.

Signed and Delivered for and  
on behalf of the Service Provider  
Name of the Service Provider

\_\_\_\_\_  
Date : \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_  
Date : \_\_\_\_\_

Place: \_\_\_\_\_

### IN PRESENCE OF TWO WITNESSES

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**भाग— V**

**SECTION – V**

संविदा की विशेष शर्तें (एससीसी) और कार्य स्कोप

**SPECIAL CONDITION OF CONTRACT  
(SCC) & SCOPE OF WORK**



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## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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**JOB: ANNUAL RATE CONTRACT FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR OVERALL BCPL LEPETKATA PLANT FOR PERIOD OF TWO YEARS.**

### 1.0 GENERAL:

1.1 M/s. Brahmputra Cracker and Polymer Limited (BCPL), a Public Sector Undertaking (PSU) Company is a Petrochemical Plant located at Lepetkata, Dibrugarh, Assam. M/s GAIL (India) Limited is the main promoter having 70% of equity participation and the rest 30% is equally shared by Oil India Ltd (OIL), Numaligarh Refinery Limited (NRL) and Government of Assam.

1.2 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Special Conditions of Contract Schedule of rates, Specifications, Drawings and any other documents forming part of the contract, wherever the context so requires.

1.3 The intending Contractor shall be deemed to have visited the site. Non-familiarity with site and Process Industry conditions will not be considered a reason either for extra claim or for not carrying out job in strict conformity with drawings, specifications or any other terms and conditions of the tender.

1.4 BCPL intends to line-up Annual Rate Contract for hiring of services towards insulation repairing and maintenance works. The contract is inclusive of all the required consumables, tools & tackles etc.

1.5 The work is to be carried out in "restricted area". Contractor shall have to obtain permission in standard format for his employees assigned to the job and work strictly as per instruction of Engineer-In-Charge (EIC). Insulation jobs shall be done in Gas Sweetening Unit (GSU) / Ethylene Cracker Unit (ECU) / Linear Low Density Poly Ethylene (LLDPE) / High Density Poly Ethylene (HDPE) / Poly Propylene Unit (PPU) / Captive Power Plant (CPP) / DM Plant / N2 Plants / Cooling Towers / RWTP / ETP / Offsite and Storages / Loading & Unloading area / Pipelines etc. at BCPL- Lepetkata plant, GSU of BCPL-Lakwa plant and GDU of BCPL-Duliajan unit. The contractor shall execute the Insulation jobs in BCPL-Lepetkata, Lakwa & Duliajan plant and other related facilities, auxiliaries as per SOR items and as per instructions of ENGINEER-IN-CHARGE. The scope of work shall include Hot & Cold insulation, Insulation for steam tracing, Ceramic Insulation, Refractory works etc. on rotary equipments, vessels, exchangers, piping, tanks, spheres , HRSGs, Utility Boilers, Steam Turbines, Furnaces etc. as detailed in schedule of rates.

1.6 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included all such costs.

1.8 The minimum technical details required for bidding has been incorporated in the detail Scope of Work/SOR. However, if required, the bidder may refer further technical details by visiting the site at his own expense.

1.9 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by BCPL engineers and contractor has to be strictly adhering to the instructions of EIC.

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1.10 In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of BCPL or any of its employee that the information submitted by the bidder, regarding experience etc., is false, BCPL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with BCPL.

1.11 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.

1.12 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 Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.13 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.

1.14 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the decision of BCPL/EIC shall be final.

1.15 It will be Contractor's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.16 In the absence of any specifications covering any, material, design of work(s) the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-In-Charge, which will be binding on the Contractor.

### 2.0 CONTRACT BASIC CONDITIONS:

| SN  | DESCRIPTION                                     | : | REMARKS                                                                                              |
|-----|-------------------------------------------------|---|------------------------------------------------------------------------------------------------------|
| 2.1 | Work Site Locations                             | : | All work shall be carried out at BCPL-Lepetkata, GSU-Lakwa and GDU-Duliajan unit                     |
| 2.2 | Scope Of Work& Technical Specifications/Drawing | : | Scope of work & Technical Specifications/ Drawing Details are given in Scope of Work of bid document |



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|     |                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|-------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.3 | Time Schedule & Mobilization Period | : | <p>The initial period of the contract shall be two years i.e. 24 months from the date of Fax of Acceptance (FOA)/Letter of Acceptance whichever is earlier which is further extendable to another 06 months based upon the performance of contractor and the job requirement on same rates, terms and conditions. The decision of the "BCPL" regarding extension of the contract shall be final and binding on the contractor.</p> <p>Mobilization period for the contractor will be 15 days from the date of issue of Letter of Intent / Work Order whichever is earlier. The contractor has to mobilize all resources including manpower within the above period.</p>                                                                                                                                                                                                                                                                                                                                     |
| 2.4 | Special Conditions of Contract      | : | <p>Shall be in accordance with GCC and to be read in conjunction with SCC V((II)&amp;V(III) and SOW/Technical Specification Section-VI of bid document &amp; Preamble to SOR Section-VII of bid document</p> <p>In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the decision of BCPL/EIC shall be final.</p> <p>It will be Contractor's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.</p> <p>In the absence of any specifications covering any, material, design of work(s) the same shall be performed/ supplied/ executed in accordance with Standard Engineering Practice as per the instructions/ directions of the Engineer-In-Charge, which will be binding on the Contractor.</p> |
| 2.5 | Sub-letting of works                | : | Not permissible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2.6 | MOBILISATION ADVANCE (M.A.):        | : | No Mobilization Advance will be paid. All payments shall be made as per payment terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..**



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|------|----------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.7  | QUALITY ASSURANCE SYSTEM IF:<br>ANY REQUIRED |   | The bidder shall include in his offer the Quality Assurance Program containing the overall quality management and procedures which is required to be adhered to during the execution of contract. After the award of the contract, detailed quality assurance program to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to.<br>Quality Assurance System plans/procedure of the contractor shall cover details of the personnel responsible for the quality assurance, plans or procedure to be followed for quality control in respect of work.<br>The BCPL or their representative shall reserve the right to inspect/witness, review any or all stages or work at site as deemed necessary for quality assurance. |
| 2.8  | ENGINEER-IN-CHARGE [EIC]                     | : | There shall be an "Engineer-In-Charge" nominated by HOD of Indenting Dept. for the said contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.9  | WRONG INFORMATION :                          | : | If the Bidder deliberately gives wrong information in his Bid to create circumstances for the acceptance of his Bid, BCPL reserves the right to reject his Bid without any reference to the Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2.10 | WORKING HOURS                                |   | General working hours shall be 08:30 Hrs to 05:00 Hrs on all days including holiday / Sunday. However, job may continue round the clock in case of urgency which shall be solely decided by Engineer-In-Charge. No extra rate will be considered on jobs round the clock including, General Holidays, National Holidays etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

### **3.0 BID PRICES /QUOTED RATES :**

3.1 The quoted rate shall be firm & fixed and valid during the currency of the contract. No escalation on whatsoever account shall be paid under this contract except statutory variation in GST if applicable. Statutory variation in GST if applicable shall be reimburse/ paid by BCPL at actuals against submission of documentary evidence.

3.2 The quoted prices shall be deemed to be inclusive of the following:

i) Cost of Supply Materials, Tools & Tackles, Machines & Equipment etc for execution of the job , Contractor overheads, profits & administrative charges including Indian Withholding Tax & WCT etc as applicable except service tax/GST if applicable.

ii) Contractors responsibilities towards /for compliance under Labour/Industrial laws for the deployed manpower w.r.t payment of Minimum wage, Employees' Provident Fund contribution, Employees' State

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Insurance(ESI) contribution or Insurance policy coverage under Employee's Compensation Act,1923, Bonus, Death Gratuity, Leave Wages, as per the Factories Act as applicable, Safety Kits & Liveries in terms of Safety Provisions under Factories Act 1948, Maternity benefit to women Contract workers under Maternity Benefit Act 1961.

3.3 Bidders are advised in their own interest to visit BCPL plant and ascertain the conditions and quantum of work before quoting.

3.4 The rates quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents.

### 4.0 LOCATION:

The contractor has to execute the Insulation jobs at BCPL-Lepetkata, GSU-Lakwa and GDU-Duliajan unit and other related facilities/ auxiliaries as per SOR items and as per instructions of site in charge /unit in charge /ENGINEER-IN-CHARGE. However, for urgent requirement ( if the existing contractor working in that area fails to deliver or any other emergency determined by BCPL) as per instruction of EIC, the contractor has to execute the jobs covered in / similar to items of this contract in any other area on same rates, terms and conditions.

### 5.0 CONTRACTOR'S SCOPE:

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

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

The contractor shall always keep available the required tools and tackles, consumables and other material as may be considered necessary by EIC as per work exigency for timely and efficient performance of the jobs as spelt out in the scope of work.

The procurement and supply, in sequence and at the appropriate time of all materials and

consumables required for completion of work shall be entirely the contractor's responsibility and quoted rates for work shall be inclusive of all such items The contractor's scope of work supply shall include the following major items but not limited to the same

Basic insulation materials as specified in technical specifications

Spacer rings, trays, with ceramic millboard, MS/Aluminium bands, ceramic blanket and Rope, cement etc.

Plain Aluminium/GI sheet and/or corrugated sheets for cladding as applicable, GI wire and GI wire mesh, Aluminium foils.

Anticorrosive paints, heat transfer cement / putty, heat resistant paint, barium chromate Paint /sealant etc., if any.

GI / S.S. stitching and lacing wires

GI bolts, nuts, studs, self-tapping screws, washers etc.

Moisture barrier as per specification.

Welding equipments, consumables, gases.

Steel scaffolding wherever required.

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Glass cloth, vapour sealing and filler materials, bituminous felt strips, and bituminous mastic.

Safety tools and tackles for workmen.

All other items not mentioned above, but covered in applicable standard/drawings, Schedule of rate and technical specifications.

The scope of work envisaged under this contract is insulation works as per specifications,

Drawings, codes, standard practice etc. It is however explicitly understood that the scope as

described in tender document is not limiting in so far as the responsibilities of the Contractor are concerned and shall include carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirements stated or implied from the context of the tender document.

### **6. UTILITY SUPPLY BY BCPL :**

6.1 Service air, service water shall be provided to the contractor free of cost at one point. The contractor has to make his own arrangement to use the same at work site by extending pipe line, etc. as per requirement.

6.2 Electric power shall be provided to the contractor free of cost at a single point. The contractor has to make his own arrangement to use the same at work site by extending cable, etc. as per requirement.

6.3 Space for office shall be provided by BCPL, if required and available. However, after expiry of the contract the contractors shall demolish his office & clean the area to the satisfactions of EIC, at his risk and cost.

Intercom telephone facility can be extended to contractor at site office, if required and available.

### **7.0 WORK PROCEDURES:**

7.1 The SOR jobs have to be carried out as per standard maintenance/ engineering practices and as per instructions of Site in charge/unit in charge/Engineer in charge. Detailed job description of SOR items is given in "Job Description of SOR. In case of any discrepancies, the decision /interpretation of EIC shall be final.

7.2 Contractor shall start the job after getting intimation from site in charge of the respective unit. Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of site in charge of respective unit. In case of any unforeseen situation Job can be stopped midway only after getting permission from EIC. Depending upon the criticality of the job EIC can ask contractor to deploy MWF or any other suitable category of manpower as per job requirement.

7.3 The Contractor has to generate document and maintain record of executed jobs (SOR item wise) and take signature of the concerned site in charge of respective units for completion of the job on Daily Activity Report/ "Work Intimation slip"/ in the format introduced by BCPL time to time, failing which the same shall not be considered for billing. In normal circumstances contractor has to get certifications of all the jobs done in the previous month by first week of present month.

7.4 The execution of the work may continue working during all times and weather conditions and no extra rate will be considered on jobs round the clock including, General Holidays, National Holidays, May day, etc as per the requirement of BCPL to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account.

Any SOR job shall be deemed completed only after successful trial including leak testing and cleaning of the area up to the satisfaction of site in charge of respective units. Job shall be considered as incomplete if the quality of the job is not up to the satisfaction of site in charge. In case of repetition of the jobs due to poor



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workmanship/negligence at contractor side the same shall be carried out by the contractor without any additional cost implication to BCPL.

7.6 Cleaning of the area/equipment after completion of SOR jobs and shifting of scrap insulation sheet and spent insulation after proper weighment of sheet metal and insulation separately and same returned to designated place in plant premises shall be in the scope of the contractor. Job shall not be certified until unless contractor clean the area up to the satisfaction of site engineer and if contractor fails to clean the area within 7 days from the date of job execution job shall not be considered at all for certification.

7.7 If contractor fails to clean the area within 7 days from the date of job execution the job shall not be considered at all for certification. Site in charge of respective unit has to ensure that contractor has cleaned the area before certification of the executed job.

7.8 The Contractor shall ensure the quality of the jobs carried out. In case of repetition of jobs due to faulty workmanship/negligence attributable to contractor, same shall be carried out by the contractor without any additional cost implication to BCPL. If such repetitions are frequent, the site in charge of respective unit / "EIC" shall take suitable actions including deduction of cost of damages to the equipment's / plant and cost of production losses etc. in the best interest of the company.

7.9 All maintenance jobs are to be carried out under "Permit system". The contractor has to obtain the necessary "Safety work permit" before starting the jobs. The contractor has to comply all the safety requirements for the execution of the jobs as per instructions of Plant Safety Officer/Site in charge of respective unit. The "Safety work permit" has to be returned back to "site in charge of respective unit after completion of the jobs.

7.10 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to, where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications. These additional requirements shall also be satisfied.

7.11 The quantities mentioned in SOR are indicative & may change according to the jobs requirements and as per instructions of Engineer in charge.

7.12 All jobs in this contract are to be carried out under proper supervision. Contractor has to ensure effective supervision of all the jobs carried in plant through experienced and adequately qualified personnel. The supervisor should be well qualified and should have adequate knowledge on safety aspects of working in petrochemical plants.

7.13 However, depending on job requirement esp. during breakdown / shutdown / turnaround the number of supervisors may have to be increased as per advice of EIC.

7.14 For over-all supervision jobs, the contractor shall deploy adequate/ sufficient no of persons as per previous practices for the contract period for effective supervision of the job.

7.15 The contractor shall employ such workers who are above 18 years of age.

7.16 Transportation of worker to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard.



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

### 8.0 CONTRACTOR TO ENSURE THE PAYMENT OF WAGES AND EXTEND COVERAGE UNDER SOCIAL SECURITY LEGISLATION TO CONTRACT WORKERS

| Sl. No. | Wage components                                                                                                   | Rates                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.1     | Minimum wage                                                                                                      | Minimum Rates of wages as notified by Central Government or State Government whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation/ revision of wages by the Govt. Notification from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8.2     | Employees' Provident Fund contribution                                                                            | The rates notified by Appropriate Government under the EPF Act, 1952 for contribution of EPF prevailing on the day and subsequent amendment if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 8.3     | Employees' State Insurance(ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923 | <p>The rates of contribution as prescribed by the Government with specific notification on the date of floating of tender and subsequent changes if any as per Government Notification.</p> <p>In case the work center is situated, in an ESI non-implemented area / contract workers are drawing salary beyond the prescribed ceiling under ESI, it must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the Compensation Liability under Employee's Compensation Act, 1923 along with Medical Liability. The liability of compensation and medical should be made within the</p> |
| 8.4     | Bonus                                                                                                             | Contractor to ensure the minimum bonus under the Payment of Bonus Act, 1965 and Bonus (Amendment) Act, 2015 submit proof of payment of bonus to BCPL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 8.5     | Death Gratuity                                                                                                    | In case of Death or disablement of a Contract worker during execution of work under the CONTRACT, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and submit proof of having paid the same.                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.6     | Leave with Wages as per Factories Act /Rules.                                                                     | <p>Earned leave be regulated in terms of Factories Act / Rules Framed there under. Other leaves be regulated as per Statutory Provisions applicable in the State.</p> <p>Contractor to maintain proper record and Register as prescribed under Statutory provisions.</p>                                                                                                                                                                                                                                                                                                                                                                                                        |



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|-----|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.7 | Safety Kits & Liveries in terms of Safety Provisions under Factories Act, 1948 (For workers working in Factories and Construction activities) | Cost of Safety Kit & Liveries in terms of Safety provisions under Factories Act, 1948 (for workers working in factories only). The contractor to provide safety kits and liveries (i.e. shirts, trousers, socks, Helmet, safety shoes, Face Shield, Eye and Ear Protector as per safety norms of BCPL) and submit proof of purchase & distribution with BCPL. |
| 8.8 | Maternity Benefit to women Contract workers under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable.                          | Contract to regulate the same in line with the provisions under the Maternity Benefit Act 1961. In case replacement is provided by the Contractor in lieu of the Women workers availing Maternity leave, her name should not be struck from the Muster Roll/Attendance Register during the period of Maternity Leave.                                         |

### **9.0 Compliances under various Labour Laws:**

9.1 The Employees Provident Fund & Miscellaneous Provisions Act 1952:

- a) The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Employees Provident Fund 1952, Employee Deposit Linked Insurance 1976 and Employee Pension Scheme 1995 to contract workers deployed.
- b) The contractor has to ensure compliance under EPF 1952, EPS 1995 & EDLI 1976.
- c) The contractor should submit copies of separate e-Challans / ECR, in respect of contract workers engaged through this contract only, with an e-acknowledgement from PF office, (reflecting TRRN No. of ECR and Challan Status as "Payment Confirmed") on a monthly basis. Common challans would not be acceptable in BCPL.
- d) PF is mandatory irrespective of the wages paid by the Contractor to workers i.e. even workers drawing wages more than the prescribed ceiling, has to be made to the member. The exclusion be carried out as per provisions of EPF Scheme 1952.

### **9.2 The Payment of Wages Act 1936:**

- a) 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 in the presence of Engineer In-Charge.
- b) After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) jointly with specific seal detailing name/designation/Company.

### **9.3 The Minimum Wages Act 1948 :**

Ensure the Minimum wages as prescribed in the Schedule above monthly without further bifurcation of the same. The Minimum Wages in case of revision shall be revised and paid to the Contractor workers by the Contractor ensuring the statutory compliance under EPF Act and ESIC act the revised wages. The rates of Minimum Wages declared by Central Labour Department or State Labour Department whichever is higher shall be made applicable during the tenure of contract.



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### 9.4 The Employees State Insurance Act 1948: (If applicable)

- a) The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- b) The contractors shall submit the ECR along with bank receipts/bank statement on monthly basis as a part of compliance and proof of depositing of ESI contribution with ESI Authorities.

### 9.5 The Employees Compensation Act 1923:

In case the WORK PLACE is out of the notified area under ESIC i.e. ESIC non-implemented area and in case of excluded employees under ESIC, the Contractor is required to take a POLICY from IREDA approved Insurance Company taking into consideration the maximum compensation liability (i.e. Rs. 10.86 Lakhs per employee) under Employee Compensation (i.e. EC) and Medical Policy towards medical expenses liability in lieu of ESI @ 4.75 % of wages annually extending coverage to all workers.

### 9.6 The Maternity Benefit Act 1948:

In case of any woman contract worker eligible for benefit under the Act, contractor should abide by the regulation and should not remove her name from Employee Register (Form A) during the period.

### 9.7 The Payment of Bonus Act, 1965:

Contractor to ensure the minimum bonus within the prescribed time frame i.e. 8 months from the closure of accounting year under the Payment of Bonus Act, 1965 and submit proof of payment of bonus to BCPL.

### 9.8 The Payment of Gratuity Act 1972 :

In case of Death or disablement of a Contract worker during execution of work under the contract, Contractor has to pay the GRATUITY as per provision under the Payment of Gratuity Act 1972 and submit proof of having paid the same.

### 9.9 Contract Labour (R&A) Act, 1970 :

- a) The contractor is required to obtain Labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labor and Employment, Govt. of India having jurisdiction of the Region.
- b) The contractor shall discharge obligations as provided under Contract Labor (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure Regular and effective supervision and control of the deployed contract workers and give suitable direction for undertaking the Contractual Obligation and meeting all statutory obligation for genuineness and non- camouflaged state of the Contract.

### 10.0 Additional Responsibilities of the Contractor:

- i) 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.



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- ii) 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.
- iii) All personnel deployed by the contractor should be on the rolls of the contractor.
- iv) No contract worker below the age of 18 years and above superannuation age of 58 years, as prescribed under EPS, shall be deployed on work.
- v) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required. A copy of the work order should be with the Security Department for facilitating the movement of men, machine and materials involved in the contract.
- vi) Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- vii) 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.
- viii) All existing and amended safety / fire rules of BCPL are to be followed at the work site.
- ix) Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- x) In case of accident, injury and death caused to the contract workers 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.
- xi) The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined the deployed contract workers from a civil Govt. doctor.
- xii) No contract workers or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, BCPL will terminate the contract immediately and may refer the case to police.
- xiii) The contractor hereby agrees to indemnify owner / BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/BCPL.
- xiv) The Contractor to maintain all Register and other records at an Office or the nearest convenient building within the precincts of the work place or at a place within a radius of three kilometers.
- xv) Supervision and control for the contract for service rests on the contractor and as such contractor and its authorized representatives, duly accepted by BCPL, are only allowed to enter the premises for execution of the contract.



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xvi) The Engineer In charges is authorized to certify the Wages Register maintained by Contractor and accordingly as and when attendance to be checked EIC can ask for such registers which must be submitted by the contractor or his representative to the EIC.

xvii) While engaging the contractual manpower, Contractor is required to make efforts to provide opportunity of employment to people belonging to Scheduled Castes and Weaker Sections of the Society also, in order to have a fair representation of these sections.

(xviii) Notwithstanding anything contrary contained in the contract, the contractor shall bear any upward revision in the rate of Minimum Wages, including revisions of variable dearness allowance from time to time at its own cost throughout the contract period.

### **11.0 Documents to be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract:**

I) Immediately after issuance/receiving of Letter of Intent (LOI):

i) Details as required for issuance of FORM - VII (Notice of Commencement of Work)

ii) Application for issuance of FORM –III (Form of Certificate by Principal Employer ) for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .

iii) Copy of FORM - VI (License) before commencement of work if 20 or more contract workers are engaged.

iv) Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.

v) Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. Where ESI Act is not applicable, copy of Insurance Coverage under Employee Compensation Act, 1923 of appropriate value.

### **II) At the time of submission of monthly bills:**

i) Copy of Wage Register in FORM – B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) duly certified by authorized representative of the contractor and authorised person in BCPL.

ii) Copy of bank statement duly certified by bank as proof of Payment of wages.

iii) Copy of Separate ECR for the proof of Provident Fund contribution and ESI contribution deposit along with details of contract workers, PF account No. / ESI No., contributions of contract worker and employer etc. for the previous month, in respect of contract workers deployed by them in BCPL through this contract only.

iv) Copy of the wage slip issued to the Contract Workers duly signed and sealed.

### **III) Evaluation of Bill and Release of Payment:**

Bill should be evaluated based on the actual payment released/incurred under various heads of components as stated above .The Contractor to submit a Statement duly signed to the effect and the cost actually incurred as per timeline.



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### IV) At the time of closure of contract:

- i) Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments.
- ii) Copy of the Wage Register in FORM - B for the last month. Copy of Employment Card in FORM - XII issued to the Contract workers.
- iii) Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Workers.
- iv) Details as required for issuance of FORM - VII (Notice of Completion of Work)

Before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in BCPL, shall verify from the EPF/ESI the detail/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect BCPL shall take appropriate action against the Contractor.

### 12. TERMS OF PAYMENT:

12.1 The bill in quadruplicate should be submitted to Engineer- In-Charge before 15th of next calendar month, enclosing therewith requisite documents for the jobs completed during the previous month and submitted to the Engineer- In-Charge for the job certification and payment. However 100% joint measurement of the executed SOR jobs in measurement sheet shall be checked and certified by site in charge of respective unit and approved by respective unit in charge before forwarding to EIC for further forwarding to F&A for payment.

12.2 In case contractor has not enclosed all the specified documents, it will be considered as Non-performance on the part of Contractor and Engineer-In- Charge may take suitable action.

12.3 All payments shall be released within 30 days. BCPL will not entertain any claim of interest on billed amount for any delay. BCPL will release the payments after offsetting all dues to the contractor under the contract. Recovery of income tax from the invoice(s)/bill(s) shall be as per the rules & regulations in force in accordance with the income tax act.

12.4 The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labor up to the previous bill has already been deposited with the PF commissioner. The Engineer- In-Charge while certifying the bills of the contractor shall record the same.

12.5 Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.

12.6 Payment of the bills shall not be made if the executed SOR jobs are not certified by the site in engineer and approved by respective unit in charge from time to time.

12.7 10% of the billing amount shall be kept reserved with BCPL for observing the performance of insulation & workmanship, which shall be released after completion of three months from the date of job completion.

### 13.0 DEFECT LIABILITY PERIOD:

13.1 The contractor has to stand guarantee for the insulation jobs done by him against bad workmanship for a period of twelve months, from the date of application of the insulation job. If any defect or damages are



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noticed as a result of poor workmanship during the one year from date of application period, the same has to be rectified and to be made good by the contractor free of cost.

Defect liability period of the contract shall be one year from date of completion of contract.

13.2 The contractor shall guarantee that the insulation materials used are in accordance with the specifications contained herein/to being provided during execution of work.

### 14.0 SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB

14.1 Contractor shall deploy staff having suitable qualification and adequate experience in application of Insulation Material over Petrochemical/Refinery/Hydrocarbon processing Units/Power plants. BCPL reserves the right to reject any of the persons deployed by the contractor found unsuitable for the work.

14.2 Supervisor employed by contractor should have required knowledge and experience of the job. He will assist in the application of insulation over pipelines and equipments. The supervisor will also submit the status of jobs on daily basis to Engineer-In-Charge.

14.3 The personal engaged by the contractor should be well qualified and experienced to discharge the contractual obligations effectively.

14.4 The manpower to be deployed should be familiar to work in petrochemical /LPG/Gas Processing/ Chemical Refinery / gas based power plant.

14.5 The insulation material including paint and consumables brought to site by the contractor for execution of the job should be got approved by Engineer-In-Charge and should be procured directly from manufacturer as per specification of the material to be supplied. It should be accompanied by manufacturer's test certificate.

14.6 All the jobs have to be carried out on top priority basis and to be completed in all respect with in the time specified by the Engineer-In-Charge.

14.7 In case the contractor leaves any job incomplete or fails to complete it in stipulated time or not up to the satisfaction of site in charge of respective unit / EIC then that job will be done through any other agency and deduct its cost from contractor's bill.

### 15.0 PENALTY CLAUSE FOR SAFETY VIOLATION

15.1 Guidelines for imposition of punitive fines against repetitive violation of safety rules & regulations by the contractor during execution of job shall attract penalty as per details below,

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

15.3 In case of second time violation of safety rules & regulations by same contractor, OIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.

15.4 In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5000/- and in multiple of Rs.5000/- thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.

15.5 In case of consistent violation of safety rules & regulation by contractor, BCPL reserves the right to take suitable action against contractor including forfeiture of security deposit and termination of the contract and upon such termination the BCPL shall have the right to remove the contractor's materials from site.

### 16. PENALTY/TERMINATION CLAUSE FOR NON PERFORMANCE, IF ANY:

16.1 In case of failure on the part of the contractor causing safety problem or production loss or mechanical damage to the equipment, contractor shall be penalized at a flat rate of 5% of each case of bill amount in that



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particular month plus actual cost of equipment damaged as per the discretion of the "ENGINEER-IN-CHARGE".

16.2 In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk and cost and responsibility of the contractor. In addition 15% of the service charges will be deducted from the contractor's dues.

16.3 If the contractor fails to mobilize the required resources within reasonable time as decided by ENGINEER-IN-CHARGE, BCPL may get the work done through other agency at the risk and cost of the contractor and the security deposit of the contractor may liable to be forfeited.

16.4 In case of delay in execution of job EIC at his discretion may impose a penalty of Rs 1000/-per distinct case of delay. The time taken by contractor for any job shall be considered as the duration from intimation received by the contractor supervisor to the completion of the job in totality. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.

16.5 EIC at its discretion may also make recovery from contractor's bill, If the contractor neglects/fails to execute jobs/ his duties included in the Scope of Work up to the satisfaction of EIC during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect. The recovery shall be limited to a maximum of Rs 1000/-per distinct case of neglect. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.

16.6 In case of consistent non-performance of contractual obligations and violation of terms and conditions of the contract, BCPL reserves the right to get the work done through other agency at the risk and cost of the contractor and to take suitable action against contractor including forfeiture the security deposit and termination of the contract.

16.7 Notwithstanding anything contained elsewhere, the BCPL may at any time its discretion terminate the contract or part of the contract after giving 07days notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove the contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract. In no case payment of the bills shall be made if the jobs are not certified by the inspector from time to time.

### 17.0 MEASUREMENT:

Measurement shall be strictly in accordance with measurement of insulation as per Annexure-II enclosed along with the tender.

### 18.0 INSURANCE & DAMAGE TO PROPERTY:

18.1 Contractor will be responsible for insurance coverage of his personnel and BCPL will have no liability what so ever, on this account. Damage, if any caused to roads / building / structures/ machinery, equipment, property either moveable or immoveable during execution of work, the same will be made good by the Contractor.

### 19.0 SCHEDULE OF RATES & QUANTUM OF JOBS :

19.1 The quantities shown in schedule of rates are for a period of two years only.

19.2 Payment shall be made only for the actual jobs carried out, duly certified by the EIC. BCPL does not give any guarantee regarding quantum of jobs. The decision of "EIC" regarding operating the schedule of quantities shall be final and binding to the contractor.



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

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

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

19.6 No payment towards idle time shall be done on account of any reason viz., insufficient front, delay in issue of safety work permit, delay in providing electricity connections, water supply etc.

19.7 In case of any dispute in SOR etc. BCPL'S decision will be final and binding to the contractor.

### **19. Termination OF CONTRACT:**

a) Notwithstanding anything contained elsewhere, the BCPL may, at any time, at its discretion terminate the contract of part of the contract after giving 15 days' notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove your materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

b) If BCPL considers that the performance of the contractor under the contract is unsatisfactory or not up to the expected standard, then BCPL shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. The BCPL shall have requisition contained in the said written notice issued by the BCPL to the contractor within 10 days of the receipt thereof. The above clause shall be read in conjunction with termination clause in GCC- works



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**ANNEXURE-III**

**MEASUREMENT OF INSULATION WORK**

The mode of measurement shall be as per IS 14164 – 2008 (latest version and amendments if any) or any other relevant standard unless otherwise mentioned in the tender document and the weight of structural steel sections shall be measured as per ISI handbook. All insulation jobs are to be carried out as per Technical specifications and instruction of BCPL. However, the measurement for insulation work is given below

Payment will be made on the basis of joint measurements, taken by contractor and 100% certified by site in charge and respective unit in charge and finally submitted to Engineer In charge for further processing. Measurement shall be based on “physical measurements /Approved for construction drawings, to the extent that the work conforms to the drawings and details are adequate shall be taken by contractor in presence of site in charge.

Measurement of weights shall be in Metric Tones/ Kilogram, metric tons correct to the nearest kilograms; linear measurements shall be in meters, correct to the nearest centimeter. Measurement shall be taken over finished surfaces for all type of insulation.

**TANKS, COLUMNS, VESSELS, DRUMS, SPHERES, EXCHANGERS AND ROTARY EQUIPMENTS:**

No deduction shall be made for any area required to be left un-insulated, the area of which is equivalent to a circle / projection of 300 mm in diameter or less.

All insulated nozzles/manholes shall be measured as given below:

As piping insulation, if the area of such nozzle is equivalent to a circle / projection of 300 mm in diameter or less. The area covered by such nozzle shall not be deducted from the overall area of tank/column/vessel/exchanger/equipment insulation measurements.

If any nozzle/manhole insulated is equivalent to a circle of over 300 mm in dia., the area of such nozzle/manhole to be considered for measurements shall be taken as twice the actual insulated area and paid for as vessel insulation. The areas of tank/column/vessel/exchangers/equipment, covered by such nozzle manhole shall be excluded from measurements.

The area of standard dished end of vessels, exchangers etc. shall be considered as the square of the diameter of the insulated body of shell for the purpose of measurement. For flat ends actual area shall be considered for payment. For removable boxes on exchangers, if any, no extra payment will be made.

Insulated areas with different specification shall be measured separately, such as:

1) Roofs/tops of tanks considering them as flat surfaces.

2) Sides of vessels and tanks where corrugated aluminum sheets are to be used, measurements being taken over the crest of corrugated sheets.

However, the quoted rates shall be deemed to be the above consideration i.e. Roofs/Tops of tanks by using flat Aluminum sheet.

No additional payment shall be made for using corrugated Aluminum sheets as per Technical Specification and the quoted rates shall be deemed to be inclusive of it.



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For boxes or stiffener rings, area over two sides of boxes perpendicular to the axis of the equipment shall be added to the area of equipment.

For any other connected structure, if insulated, the measurement shall be taken on actual area basis. PIPING (Pipes, Valves, Flanges, Pipe Fittings, Traps, Expansion Joints, Bellows, Hoses, etc):

Measurements of piping shall be taken/ considered along curvilinear center lines of pipe insulated and through all fittings which are insulated but excluding Valve and Flange assembly.

For all types of valves, including control valves, flange assemblies including orifice plates, flanges, and other piping fittings, measurement shall be based on actual count and then converted into equivalent length of connected piping to arrive at the total equivalent lengths of piping or ducting or various diameters as per applicable IS 14164 – 1994 (latest version) unless otherwise mentioned.

No extra payment shall be made for tees, branch connections and inspection plugs and the rates quoted shall be inclusive of all these items. Branch connections shall be measured from the outer surface of the header.

No extra payment shall be made for vents, drains and instrument connections having nozzles length up to 12". However, if the length of such connections exceeds 300 mm the same will be paid as per piping measurements in respective sizes.

For all fittings measurements along curvature centre line shall be considered.

Steam/refrigerant traced lines and untraced lines shall be normally specified and measured separately, according to the number of tracers.

For steam / refrigerant traced pipelines, which are specified and are measured separately, only the diameter of the main pipeline(s) shall be reckoned for measurement of insulation. No separate measurement shall be made for the insulation of the steam tracer line(s) which shall be deemed to have been covered under the insulation of the main pipeline.

No extra payment shall be made for all types of valves of size 1-1/2" and below and these shall be considered as part of the piping insulation work.

No additional payment shall be made, wherever wrapping with aluminum foil over stainless steel alloy piping and equipment prior to application of insulation are to be applied / provided as per technical specification and the quoted rates shall be deemed to be inclusive of it.

Any mode of measurement other than the above may also be adopted, if agreed to between the purchase and the applicators.

All provisions is respected of piping also applicable to ducting wherever the ducts are having shapes other than circular, they shall be considered equivalent to a pipe of equivalent perimeter.

Wherever Unit of Measurement is in SQM, following shall be applicable:

PIPE & PIPE FITTINGS: Length in Mtr as per measurement mentioned above, OD in Mtr taken over the finished Insulated surface and value of pie should be taken as 3.14.

Measurement of the SOR item 3.14 for application of ceramic fiber rope shall be made on actual length of the ceramic rope used in insulation work in pipeline. Without any addition (IS)

Measurement of SOR item 4.100,140

Removal of hot insulation/cladding shall be on actual area basis without any addition (IS) .However diameter shall be dia of finished insulation.

Removal of old refractory shall be measured in metric tons correct to the nearest kilograms.

Removal of old PUF insulation on M3 basis (3.14 X Dia of finished insulation surface X actual Length of insulation removal X thickness of insulation without any addition (IS)



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### **DETAIL SCOPE OF WORK**

#### **Annexure – IV**

The scope of work shall include Hot & Cold insulation, Acoustic Insulation, Ceramic Insulation, Refractory works etc on rotary equipments, vessels, exchangers, piping, tanks, spheres , HRSGs, Utility Boilers, Steam Turbines, Ethylene Cracking Furnaces etc. as detailed in schedule of rates.

The work in brief shall include the following but not limited to this only.

1. The jobs to be carried out as per SOR.
2. Supply of all insulation and ancillary materials like spacer rings, stays, ceramic millboard, lacing and binding wires, screws, bands, roofing felt, studs, flats, support ring clips, sealants and necessary drilling and fixing of bolts/nuts, washers etc. wherever specified and required. All insulation materials shall be new and of approved quality with complete tests certificates and in accordance with the specifications.
3. The contractor has to arrive with all necessary masonry tools and tackles required to execute the job along with mortar. All sorts of consumables like mortar, markin cloth, kerosene / diesel etc. shall be in the scope of contractor.
4. After completion of insulation job where ever required by Site in charge of respective unit /EIC, contractor has to write Date of Insulation with Black paint on Cladding Sheet. Specification like Font size, spacing etc. regarding “The writing job of Date of insulation” on insulation jobs will be specified by the Site in charge of respective unit
5. Application of insulation with weather proofing on vessels, columns, equipment like heat exchangers and piping including valves, flanges etc. as per specifications and instructions of site in charge /Engineer-in-Charge.
6. Providing besides all materials and consumables, sufficient and skilled labour and supervision required for carrying out the insulation work, all safety devices, equipment, instruments etc. necessary and incidental requirements to perform the work in workmanship and efficient manner within the stipulated time period.
7. Proper storage and protection of insulation material and consumables brought to site by the contractor at all stages of work.
8. The contractor shall shift the material from warehouse to working site for use during repairing/work.
9. Contractor shall execute the jobs as per the scope of work defined, without any damage to existing system/ equipment. If any damage found, the cost of damage will be recovered from contractor's bill.
10. Providing inspection plugs and windows at all locations as per drawing, specifications and instructions of site in charge of respective unit.
11. Keeping the work place clean and tidy during course of execution and cleaning the work site including Vacuum cleaning (vacuum cleaner is in BCPL's scope) after attending any inside insulation / refractory repair, if required, to full satisfaction of site in charge of respective unit .
12. Any other incidental/intermediate/ancillary or any enabling work/materials not specifically mentioned in the specifications but necessary for the execution and completion of work as envisaged in the tender document.
13. The contractor shall have to complete the job within the specified time period, as per the instruction and up to the entire satisfaction of site in charge /unit incharge/EIC.
14. If the contractor fails to execute the job in time, same shall be required to carry out by some other third party, at the cost and risk of their own.

**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..**



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15. If any deviation is required from the above specified conditions by the party, the same shall be submitted in writing by the party. The same may be incorporated in the scope of work and related conditions, and a suitable amendment order shall be issued to that effect, if the same is acceptable to BCPL.

### 2.1 SCOPE OF SUPPLY:

#### 2.1 BCPL'S SCOPE :

- Opening and boxing up of man way and inspection way will be done by BCPL.
- Unless specifically mentioned in the Schedule of rate, BCPL will not supply any material for this work. All material will be in the contractor's scope of supply.
- Heavy equipment like Crane, Tractor Trailer, Hydra, Fork- lifts etc and workshop facilities shall be provided by BCPL on **chargeable basis**, if available, for execution of SOR items smoothly whenever required as per sole discretion of EIC. However contractor has to make his own arrangement in the event of non-availability of above facilities without cost to BCPL.

#### 2.2 CONTRACTOR'S SCOPE OF SUPPLY:

The procurement and supply, in sequence and at the appropriate time of all materials and consumables required for completion of work shall be entirely the contractor's responsibility and quoted rates for work shall be inclusive of all such items.

The contractor's scope of work supply shall include the following major items but not limited to the same:

- Basic insulation materials as specified in **Technical Specifications Nos.: 1, 2, 3 & 4 in attachment.**
- Spacer rings, trays, with ceramic millboard, MS/Aluminum bands, ceramic blanket and rope, cement etc.
- Plain Aluminum/GI sheet and/or corrugated sheets for cladding as applicable.
- GI wire and GI wire mesh.
- Aluminum foils.
- GI/S.S. stitching and lacing wires
- GI bolts, nuts, studs, self-tapping screws, washers etc.
- Moisture barrier as per specification.
- Steel scaffolding wherever required.
- Glass cloth, vapor sealing and filler materials, bituminous felt strips, and bituminous mastic.
- Safety tools and tackles for workmen.
- All other items not mentioned above, but covered in applicable standard/drawings, Schedule of rate and technical specifications.

The scope of work envisaged under this contract is insulation works as per specifications, Drawings, codes, standard practice etc. It is however explicitly understood that the scope as described in tender document is not limiting, in so far as the responsibilities of the Contractor are concerned and shall include, carrying out any and all works and providing any and all facilities those are required in accomplishing an operating system, complying fully with all requirements as are envisaged of it, complete in all respects and satisfying all performance and guarantee requirements stated or implied from the context of the tender document.



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**भाग— VI**  
**SECTION-VI**

**TECHNICAL SPECIFICATION**



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### TECHNICAL SPECIFICATION NO: 1

#### STANDARD SPECIFICATION FOR COLD INSULATION OF VESSELS, PIPING AND EQUIPMENT

##### 1.0 SCOPE

This specification covers technical requirements and produces for the applications of self extinguishing type insulation (rigid polyurethane foam) to vessels, equipments, heat exchangers, pump, piping and instruments.

##### 2.0 GENERAL REQUIREMENTS

2.1 Insulation shall be provided to all vessels, equipments, heat exchangers, columns rotary equipments, piping, etc. containing fluids or vapor, for which it is necessary to:

- a) Maintain low temperature for process control.
- b) Avoid surface condensation.

2.2 Protection of Material during Storage:

Insulation material must be protected against any damage, from delivery to finish cladding; decking and covering with tarpaulins alone are not considered sufficient protection from weather for any length of time and shall not be permitted. Insulation material slabs and sections shall be stored on a flat surfaces in a horizontal position, insulation materials shall never be stocked directly on the ground. The contractor shall provide covered storage for insulation material as directed by the Engineer- in – charge.

2.3 Protection of Partially Completed Jobs:

All precautions shall be taken to ensure that each day's work is vapor sealed and cladded during erection and before being left over night to prevent seepage of water into the materials and getting trapped. The system shall be protected by tarpaulins, water shed and other protective means.

2.4 Hydrostatic Test:

Insulation shall be applied on vessels, heat exchangers, piping and other equipment only after successful completion of hydrostatic test. In case insulation work start before completion of hydrostatic test, all welded and mechanical joints shall be left exposed for testing and subsequently insulated after successful completion of the hydrostatic test.

2.5 Co- Ordination with Other Agencies:

Contractor shall work in close co- ordination with the erection contractor. Wherever temporary supports are provided the contractor shall remove these and provide the necessary insulation wood blocks.

2.6 Extent of Insulation:

2.6.1 Items Requiring Insulation are specified in the piping line schedule and equipment/vessel/heat exchanger data sheet.

2.6.1.1 All attachments and projections such as vessels supports structural steel attached to vessels, piping hanger supports, instrument connections connected directly to cold insulated piping, vessels and equipment, shall be cold insulated upto a distance of 4 times the adjoining insulation thickness.



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- 2.6.1.2 All flanged joints, manhole covers, etc, shall be cold insulated with removable box insulation.
- 2.6.2 Items not Requiring Insulation
- 2.6.2.1 Bonnet of valves above the packing glands.
- 2.6.2.2 Nameplates, stamping and code inspection plates on vessels & equipments.

### 3.1 INSULATION MATERIAL:

#### 3.2 General

All material used for insulation, fixing, sealing and portion shall be new and all insulation material whether dry or wet shall be non-corrosive to the surfaces insulated.

3.3 Insulation material for insulation piping, vessels and equipment in cold service shall be given below.

Operating temperature range      Insulation material

-1800c to +800c      polyurethane foam.

3.4 Form of insulation shall be as follows: Preformed Pipe Section / Slabs / Radial Lags/ Cast In Situ (non preferred).

3.5 Dimensions of preformed sections for piping insulation shall be sized by the outside diameter and insulation thickness. Tolerances for preformed sections shall be as under:

Outside parameter      -0%, + 5%

Concentricity      +3% OD

Bore      +2mm

-0 mm Length width and thickness slabs.      +2mm

3.6 The material used shall not disintegrated, settle, change its composition, in a detrimental way, at the services conditions.

3.7 The insulating material shall be chemically inert, moisture free, rot and vermin proof.

3.8 Preformed half section and slabs shall be provided having their longitudinal and circumferential forces flat and smooth so as to make with the mating sections at the whole ends of the preformed half sections shall be flat and perpendicular to the centre lines.

#### 3.9 Polyurethane Foam:

3.9.1 The insulation material shall be rigid preformed cellular urethane foam of self extinguishing type of accordance with ASTM C 591, Type II, Grade 2 or applicable Indian standards.

##### 3.9.2 Composition

The insulation material shall be produced by reacting poly Isoocyanates with polyhydroxy compounds and expanded with a fluorocarbon blowing agent. The finished foam of slabs or half sections shall be uniform closed shell structure, free from unrelated materials shrinking and deformation.

##### 3.9.3 Density

The density of finished foam shall be within 35.0 kg/M<sup>3</sup> TO 39.9 KG/m<sup>3</sup> and shall be determined in accordance with ASTM C-302 or applicable Indian standards.

##### 3.9.4 Thermal Conductivity

Thermal conductivity of the polyurethanes foam slabs and sections shall not exceed

0.019 K Cal /hr.m degC (0.16 BTU/ft<sup>2</sup> hr oF/in) at 10 deg c mean temperature after ageing. The thermal conductivity shall be tested by the method prescribed in ASTM C 335 or applicable Indian standards

##### 3.9.5 Closed Cell Contents



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The closed cell contents shall be at least 95% by volume. Material test certificate shall be submit along with supply of material .

### 4.0 ANCILLARY MATERIALS:

#### 4.1 Wire Netting, Lacing & Binding Wire:

Wire netting shall be galvanized 24 SWGx20mm to secure insulation blocks. Lacing and stitching wires shall be 22 SWG galvanized iron wire respectively.

#### 4.2 Bands:

Bands shall be aluminum, of dimensions 20 mm width x 24 SWG, unless specified otherwise.

#### 4.3 Adhesive:

The adhesive to be used for bonding polyurethane sections shall be of foster / Microplast / Equivalent compatible for -1800C to 800C.

#### 4.4 Vapour Seal

The vapour seal for polyurethane insulation shall be foster fire retardant mastic 60-30 or equivalent grade. In case of non-availability of foster's mastic, bitumen emulsion mastic inculcate grade T-12 or equivalent shall be as an alternative.

#### 4.5 Filler Material

Polyurethane foam dust mixed with specified adhesive shall be packed tightly so as to fill irregular voids and at contraction joints.

#### 4.6 Joint Sealer

The joint sealer to be used for sealing polyurethane insulation joints and at flashing of insulation shall be foster foam seal sealer 30-45 or equivalent.

#### 4.7 Glass Cloth:

The glass cloth to be used for vapour barrier reinforcement shall be open weave 10 mesh glass cloth having glass fiber thickness of 5 mils.

#### 4.8 Al sheets for cladding over the insulation:

Application AI sheet gauge

- a) For column, vessels and equipment 24SWG
- b) For pipes, valves, flanges and other areas where 22 SWG

Mechanical damage is likely to occur. Slight modification may be done as per the instructions of BCPL.

#### 4.9 Anti Corrosive Paints: Deleted.

#### 4.10 Bituminized Roofing Felt

Bituminized self finishing roofing felt shall confirm to IS 1322, type 3, grade 1.

### 5.1 APPLICATION

#### 5.2 General

The following applies to all types of cold insulated equipments and piping.

##### 5.2.1 Surface Preparation

The surfaces of tanks, vessels, piping and valves etc, on which cold insulation is to be applied, shall be free of duct, loose point of any other foreign matter. The surface irregularities shall be filled up with approved filler. One coat of anti corrosive primer shall be applied over the carbon / alloy steel surfaces to be insulated



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and allowed to dry before application of insulation. Application of Anti corrosive paint/primer is not in the scope of insulation contractor.

### 5.2.2 Insulation Thickness and Limit

Insulation thickness shall be in accordance with the equipment data sheet and piping line schedule.

### 5.2.3 Vapor Barrier

A 3.0 mm (wet) thick coating of vapour seal mastic shall be applied to the surface of the insulation as soon as possible after erection, to reduce the time the insulation is exposed to the weather to minimum. Whilst this coat is still wet glass cloth shall be laid over the surface and embedded in the mastic. Core shall be taken to ensure that the glass cloth is laid smooth and free from wrinkles, and that no pockets of air are trapped beneath the surface. At junctions in the glass cloth, the overlap shall not be less than 75mm. a second 3mm thick coat of mastic shall be applied after approximately twelve hours. When dry, this coating shall be minimum of 1.50mm thickness. Core must be taken, however to ensure that the individual coats are not greater than 3mm (especially in corners); otherwise same cracking of dried coat may result. The total dry film thickness of vapour seal shall not be less than 2.05 mm with a tolerance of -0% to +50%. The mastic shall not be applied over wet insulation or until the adhesive is dry. During this drying time that insulation shall be protected from the weather by alkothane' film tarpaulin or similar materials approved by the engineer – in – charge.

Where joints have been left un-insulated, a complete vapour seal as specified above shall be applied to the exposed end of the insulation and flashed weather tight on to the metal.

### 5.1.3 Expansion/Contraction Joints :

When specified on a pipe line or vessel drawing or where deemed necessary to allow movement and contraction of the pipe or vessel without producing random cracking of the insulation, contraction joints shall be provided in the insulation. at contraction joints location , provision shall be made in GI cladding to accommodate contraction of pipe or vessel.

The following steps shall be taken:

- Both longitudinal and circumferential joint in insulation shall be staggered.
- Contraction joints shall be providing at an interval depending on a pipe or vessel material contraction / expansion coefficient and temperature. Unless otherwise specified contraction joints shall be provided at an interval of 6.0M a straight run of pipes or vessels operating at temp. - 40deg C & below.
- Contraction joints in horizontal vessel insulation shall be close to support point while on vertical pipes & vessels, the same shall be provide of support ring location and at interval of 4.0M straight run.
- A contraction joint shall consist of 12mm gap in the insulation, loosely packed with filter material, to a depth of 6mm less than the adjacent insulation thickness. 6mm gap thus left shall be filled up by approved non-setting compound (foam seal 30-45 sealer or equivalent) and finished smooth with the surface of insulation. Vapour barrier which shall cover the joint shall be applied only after the compound has dried. Expansion / contraction joints.

### 5.1.4 Stainless steel piping & equipment :

All pipes vessels and equipment of stainless steel construction shall be wrapped with 0.1 mm thick aluminum foil with an overlap of 50mm having barium chromate sealer interposed in the joint prior to application of insulation. Foil shall be secured in position by aluminum bonds, taking every precaution to avoid formation of pinholes or cracking in the aluminum foil. Cladding shall be done after the insulation and vapour barrier exactly the same way as for other pipes and equipment.



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5.1.5 For all pipes , vessels , equipment etc lying in a corrosive environment where sulphur dioxide or other corrosive media are likely to be present stainless steel bonds / clips shall be used to secure aluminum cladding in position.

5.1.6 Field Welding Deleted.

Any type of the welding related to insulation work is not in the scope of insulation contractor.

### 5.2 Application Vessels & Equipment

#### 5.2.1 General

Individual vessel and tank drawings indicate the location of insulation supports furnished by the owner. However additional supports are exchangers where ever required, to facilitate application of insulation and securing of insulation shall be provided by the contractor at his own cost. All surfaces shall be prepared before application of insulation.

#### 5.2.2 Single Layer Insulation

Insulation radical lags / performed sections/slabs of handy sizes shall be installed on to the surfaces of vessels adhering to each other with applicable joint sealer and secured in position by G.I wire netting and aluminum bands at an interval of 225mm. There shall be no through joints and the insulation shall not be banded to the vessel.

#### 5.2.3 Multilayer Insulation

The inner layer of insulation shall be bonded to the vessel with the applicable adhesive. Subsequently layers of insulation shall be bonded to the preceding layer, with the applicable adhesive. The joint sealer shall be applied to the ends and edges of all sections, including those in the inner most layer to seal all joints .Core shall be taken to ensure that the adhesive is evenly spread over the entire surface of application and the insulation is closely butted to each other both longitudinally and circumferentially .

All the layer except the final shall be secured in position by metallic bands at an interval of 225 mm while the final; layer shall be first secured with G.I wire net and than with metallic bands at an interval of 225 mm. Bands shall be staggered on successive layers . There shall be no through joints in the insulation.

#### 5.2.4 Filling

All the cracks and voids in the main insulation shall be filled up with applicable fillers material.

### 5.3 Vertical Vessels

#### 5.3.1 Shell (Cylindrical)

Slabs in handy sizes as given below shall be applied resting onto the supports with joints tightly butted, staggered & adhering to each other with applicable adhesive and secured in position by circumferential metallic bands at a pitch of 225mm.

For vessels upto 2.5M O.D. – radical lags of suitable width. For vessels over 2.5M

O.D. – radical lags, however the procedure given below can be used as an alternative.

Flat insulation slobes of width not more than 300 mm shall be cut longitudinally to have notch (s) of suitable size spaced at suitable spacing , so as to form a radical segment suitable size spaced at suitable spacing , so as to form a radial segment suitable for the profile of the vessels shell. However extreme core shall be taken to ensure that no air pockets are formed in the finished insulation. All insulation joints shall be seals with applicable joint sealer.

Where more than one layer is used, each layer shall be banded separately.

#### 5.3.2 Top Heads



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Shaped insulation sections shall be installed on top head, bonded and butted tightly to each other. insulation shall be held in position by making use of galvanized iron floating ring ( 25mmx 0.6 mm) placed over the insulation and positioned in the centre of the head so as not to touch the nozzle at the vortex. The insulation shall be held in position by use of radial metallic bands, one end of which shall be fastened to the floating ring and the other end shall be anchored to the bond (s) place around the cylindrical section close to the head. Radial bands shall be spaced on 300 mm centre measured around the circumference of the vessel. The final layer of insulation shall be held in position also by metallic wire net locked at the nozzle location by 2-3 loops of 10 SWG galvanized wire and to the wire net over insulation on the shell at the cylindrical section close to the head.

When there exists no nozzle at the top of the vortex, the insulation shall be held in position by wire netting and metallic bonds stretched over the head and on chord on the cylindrical section close to the head by circumferential metallic bonds (s) on the shall and near the head.

### 5.3.3 Bottom Heads:

In all the skirts supported vessels insulation supports are provided inside the skirt. Floating ring and wire loops around the nozzle and bonds shall be used to support downward facing of insulation. Such floating ring shall be positioned centrally around the nozzle but over the insulation by radical bonds on chord to the logging support angle ring fixed inside the skirt at the pitch of 300 mm measured over the support angle ring.

If nozzle does not exist, metallic bonds shall be stretched across the bottom head and on chord with logging support angle ring inside the skirt. All the wire ends of wire netting shall be cut short and turned into the insulation.

### 5.4 Horizontal Vessels

The insulation radical logs handy sizes shall be installed in close contact with the faces to be insulated and held in position by G.I wire netting and metallic bands at a pitch of 225mm. where more than one layer is required, each layer shall be banded separately. The bands for successive layer shall not coincide with each other. Wire netting on the final layer shall be applied and ends shall be laced together by lacing wire before putting the metallic bands. Insulation sections on the vessel heads shall be secured in position by wire netting and metallic bands stretched across the heads and anchored to circumferential metallic band(s) on the shell near the heads. Anchoring of bands measured on the circumference of shall be at a pitch of 225 mm.

### 5.5 Tank Insulation

Material and method of application for tanks shall be the same as specified for vessels. Flat GI sheets for weather proofing shall be used exactly in the same manner as specified for other vessels.

### 5.6 Spherical Vessels

Before commencing the application of insulation, the contractor shall ensure that exterior surfaces have been prepared. Shaped insulation to fit curvature of sphere shall be bonded to the vessel with applicable joint sealer,. The inner layer of insulation shall be held in position by 20mm x 20SWG aluminum bands at 300 mm max. Centers at the equator. These bonds are filed up with the floating rings of 180mm dia made of 15mm dia .S.S rod at top and bottom of the sphere. The bands being staggered on successive layers and the clips of the bonds being recessed into the insulation over the outer layer, galvanized wire netting shall be spread over and laced together.

### 5.7 Vapour Barrier

Vapour barrier shall be applied on all the vessels as described above.

### 5.8 Metal Sheet Finishing

#### 5.8.1 Horizontal Vessels



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The insulation shall be covered with Aluminium sheeting with all the longitudinal and circumferential joints having an overlap of minimum 50mm. All longitudinal and circumferential joints shall be sealed with suitable approved bituminized mastic sealer. Aluminum sheeting shall be secured in position by metallic bands on the shell at a max. Pitch of 425mm. All the longitudinal joints with overlap of 50mm in the aluminum sheet shall be kept below the horizontal plane passing through the axis of the vessels to prevent water or the spillage from entering into the insulation.

Jacketing for dished heads shall be fabricated from radial segments with the radial overlap of minimum 50mm the sheeting shall be secured in position by radial tensioned metallic band stretched over the heads. One end of each band is anchored to the circumferential band(s) on the shell while the other is fastened (pop rivetted) to 6 mm dia. Floating rod ring which can be replaced by 6mm. thick strip (G.I.) rolled in the form of a ring. Radial metallic bands, measured over the circumference of shell, shall be at a pitch of 300mm. all the sheet metal joints shall be properly sealed with approved sealing mastic.

### 5.8.2 Vertical Vessels

The Aluminum sheeting shall be adequately rolled and installed over the insulation such that all the longitudinal joints are staggered. All the longitudinal and circumferential joints shall have an overlap of 50mm minimum and suitable sealed with approved mastic sealer. Aluminum sheeting shall be secured in position by tensioned metallic bands installed circumferentially at a max. pitch of 425mm.

#### 5.8.2.1 Top Heads

Insulation shall be covered with flat aluminum jacket fabricated in segmental form with lapped joints properly sealed with approved mastic sealer. Over lapping of sheet metal joints shall not be less than 50mm. Aluminium jacket shall be secured in position by radial tensioned metallic band (s) of vessel on one side and fastened to 6mm dia. Floating rod ring, centralized at the vertex of head on the other side. 6mm thick metallic strip rolled into a ring can be the substitute 6mm dia rod. Pitch of radial bands measured over the circumferential bands of shell be max. 300mm.

#### 5.8.2.2 Bottom Heads

Aluminum sheeting shall be installed exactly in the same manner as indicated for the top heads.

### 5.8.3 Spherical Vessels

Cladding of each hemisphere of spherical vessel shall be done with GI sheets placed horizontally and a thick circumferential tensioned band (6mm thick) shall be used at the equator to hold the radial metallic bands.

### 5.8.4 Others

Opening in metal jackets for nozzles, man ways, brockets etc. shall be cut as close as possible for a snug fit.

### 5.9 Flashing

All opening through insulation finish shall be flashed weather tight particularly where connections are not insulated. Flashing shall be carried out. Skirt supported vessels shall have the skirt insulation inside and outside for at least 600mm below the tangent line or such that temp. of adjacent non insulated surfaces of the skirt shall not be below dew point. Proper flashing and sealing shall be done on skirt where insulation and subsequent metal finish terminate.

### 5.10 Exchanger Insulation

Exchanger shells except for channel and channel shall be insulated and weather proofed as specified for vessels. Exchanger channels and channels cover including flange bolting shall be insulated with removable aluminum covers lined with insulation of required thickness.

### 5.11 Machinery



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In general, removable aluminum boxes lined with slab insulation of required thickness shall be used for insulation of machinery after giving a coat of individual pieces of equipment depending on the nature of items to be insulated to the site – in-charge at site for approval.

### 5.12 Application-Piping

#### 5.12.1 General

Insulation shall be applied on after ensuring that piping to be insulated is properly installed, supported and tested.

#### 5.12.2 Horizontal Piping

5.12.2.1 Piping surface shall be cleaned of loose rust, mill scale, grease, dust or any other foreign contamination and surfaces preparation shall be done.

5.12.2.2 The insulation shall be applied to pipes in half round sections/slabs in reasonably handy sizes. Where insulation thickness required is greater than 50mm or that the metal temp. is below -40 °C, multilayer construction shall be followed with all the joints staggered in successive layers.

5.12.2.3 The inner layer of insulation shall be bonded to the piping with applicable adhesive. Subsequently layers of the insulation shall be bonded for the preceding layers with the above adhesive. Joint sealer shall be applied to the ends and edges of all sections for sealing all longitudinal and circumferential joints. Adhesive shall be applied evenly and the half sections shall be closely butted to each other both longitudinal and circumferentially.

5.12.2.4 All the insulation layers except the final shall be secured in position by metallic band of an interval of 225 mm, while the final layer shall first be secured with GI wire netting and then metallic bands at an interval of 225mm. Bands shall be staggered on successive layers.

5.12.2.5 Insulation of piping shall be stopped short to flanges to allow for withdrawal of bolts for fitting, the insulation shall be completed by applying cut segments of the same insulation sections/slab used for pipes.

5.12.2.6 Any cracks or irregularities in the external surface of insulation sections shall be filled up by applicable fillers material.

5.12.2.7 For long run of pipes, the ends of insulation sections shall be seated at 12M intervals and vapour barrier carried down up to the material surface.

5.12.2.8 Contraction joints shall be provided at an interval of 6.0 M.

#### 5.12.3 Vapour Barrier

Vapour barrier shall be applied over the insulation.

#### 5.12.4 Metal Sheet Finishing

Vapour barrier (after it has dried) shall be protected by cladding in with specified aluminum sheeting. All joints between adjacent aluminum sheets shall be staggered and grooved with a minimum overlap of 25mm, and suitable sealed with approved sealer. The longitudinal joints shall have single grooves while the circumferential joints shall have two grooves. GI bands / clips at an interval of 425mm shall be used to secure the aluminum cladding in position. self trapping screws shall not be used.

For pipes, vessels and equipments lying in a corrosive environment where sulphur dioxide is likely to be present, stainless steel bonds / clips spaced at intervals of 425mm shall be used to secure the aluminum cladding in position.

#### 5.12.5 Vertical Piping

Insulation, vapour barrier and metal sheet finishing shall be performed as specified for horizontal piping. Contraction joints shall be provided.

Insulation support / spacer rings shall be provided at an interval of 4.0M. (If other insulation supports are not ready existing on the pipe).



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### 5.12.6 Pipe Supports & Hangers

In all supporting arrangements of both horizontal and vertical piping, dry hard wood pipe support bearing blocks coated with fire retardant paint / mastic shall be used. Metal cradles, metal pipe supporting and hangers shall be attached to outside of the pipe support bearing blocks are not directly to bore pipe. Provision shall be made to prevent seepage of water into the insulation from pipe hangers.

### 5.12.7 Flanges & Valves

Removable covers shall be provided over all flanges and valves. Loose fill mineral wool backed up by slab insulation of thickness equal to that on adjacent pipe shall be applied. Aluminum covers over the valves and flanges shall be fitted with quick release clips. This application shall be proposed for each case by the insulation contractor and approved by the BCPL.

## 6.0 COLD INSULATION OF PIPING LOCATED AT OR BELOW GROUND LEVEL AND WHERE THERE IS A LIKELYHOOD OF FOOT TRAFFIC.

6.1 Material of insulation shall be slab polyurethane.

6.2 Bituminized self finishing roofing felt shall be wrapped over the final layer of vapour barrier after it has fully dried, with an overlap of minimum 50mm both an longitudinal and circumferential joints.

6.2.1 The roofing felt shall be secured with the specified galvanized iron wire netting, laced with 20SWG galvanized iron wire.

6.2.2 A 3mm thick bitumen emulsion mastic shall be applied for water and weather proofing.

6.2.3 When bitumen emulsion has completely dried, the surfaces shall be painted with two coats of bitumen based aluminium paint.

## 7.0 SAFETY

The insulation contractor shall provided adequate protective applications like banned gloves , masks , glasses etc, to the workman carrying out the insulation work, to protective them from in holing and touching insulation dust and fibers.

## 8.0 GUARANTEE

8.1 The insulation contractor shall submit along with the work, authentic test certificate confirming that the insulation material offered confirm to the requirements of this specification and the standards mentioned therein. Any deviation shall be clearly stated.

8.2 The insulation contractor shall guarantee the following.

8.2.1 The insulation and ancillary material are new and unused and confirm to the standards mentioned in the specification.

8.2.2 The operating thermal conductivity shall be as specified.

8.2.3 The workman ship in execution of the insulation works shall be accordance with sound engineering practice.

NOTE: REFER EIL SPECIFICATION NO: 6-44-03 REV-1 SHT: 27 OF 44 TO SHT 44 OF 44 FOR COLD INSULATION OF VESSELS, PIPING AND EQUIPMENT (EIL SPECIFICATION NO: 6-44-03 REV-1) FOR DRAWINGS / SKETCHES AND TABLES AND ANY OTHER CLARIFICATION IF ANY.



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# **STANDARD SPECIFICATION FOR HOT INSULATION OF VESSELS, PIPING AND EQUIPMENTS**

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**TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION  
REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02)  
YEARS..**



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### TECHNICAL SPECIFICATION NO: 2

#### STANDARD SPECIFICATION FOR HOT INSULATION OF VESSELS, PIPING AND EQUIPMENT

##### 1.1 General

##### 1.2 Scope

1.2.1 This specification covers design and material requirements for above ground , external insulation of piping and equipment operating between ambient temperature and 550°C for the purpose of heat conservation , process stabilization , temperature maintenance , personnel protection and fire protection . Where necessary this specification indicates the basis for selecting a criterion.

1.2.2 This specification is suitable for use in outdoor services with normal process plant atmosphere. Alternative designs and materials would be specified by owner if necessary for corrosive atmosphere or potential leaks and spills of chemicals.

1.13 All the codes /standards mentioned in this specification shall be latest issue.

##### 2.1 Design Basis

##### 2.2 Criteria :

2.1.1 Heat conservation insulation is designed for economic thickness and to limit cold surface temperatures below 65°C with 20°C ambient temperature in still air conditions.

2.1.2 Insulation is not desired for piping and equipment for which heat loss is desired – excepting for personnel protection or to avoid thermal stress problems.

2.1.3 Insulation is required for any of the following purpose , Heat conservation Process stabilization to assist process control Steam tracing Electric tracing Hot water or solvent tracing (liquid) Hot oil tracing Steam jacketing Hot oil jacketing Fire hazard protection to prevent fast boil off the liquid.

2.13 Personnel protection applicable where exposed surface temperatures exceed 65 °C in normal or short term operating conditions. Over internally insulated piping and equipment, provide open mesh metal guards and for surfaces which are not internally insulated provide insulation on that part of surfaces with which operating and maintenance personnel may come in contact while performing routine duties. The actual extent of insulation shall be determined by field construction Personnel and / or operating Personnel using the following criteria: exposed surfaces operating above 65°C and located within 600 mm horizontally or 2100mm vertically of a normal access, walkway or work area.

2.1.4 Instruments and associated piping subject to operating flow and / or temperature conditions prevailing in the connected piping or equipment shall be insulated to the same requirements as that of piping equipment.

##### 2.2 Extent of Insulation on Piping Systems.:

2.2.1 Insulated piping systems shall have straight pipe, bends, tees and pipe fittings completely insulated.

2.2.2 All valves and flanged joints shall be completely insulated only in steam, condensate service. Hot oil lines and in lines which are trace heated or jacketed to maintain temperatures.

2.2.3 For bucket and float type traps the inlet piping trap shall be insulated.

2.2.4 Insulation on inlet piping to thermostatic and thermodynamic steam trap shall terminate at approximately 500mm before the trap.

2.2.5 Steam trap outlet piping other than closed condensate recovery system shall not be insulated except for personnel protection reasons.

2.2.6 Instrumentation to be insulated, such as a level gages, level controllers, level switches, dip cells, shall have their fluid containing sections and the associated piping completely insulated, including pipes, valves and fittings.

2.2.7 Insulation shall be designed to provide an absolute minimum clearance of 25mm between the outside surface of any insulation finishing material and adjacent surfaces.

2.2.8 Where insulated horizontal piping is supported on steel shoes, the height of the shoe shall be such that the underside of the insulation finishing material is clear of the supporting structures upon which the shoe rests by 25mm minimum.



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### 2.3 Extent of Insulation on Equipment's:

2.3.1 Support skirts of insulation vertical vessels greater than 1200mm diameter shall be insulated both internally and externally for a minimum distance of 600mm below the bottom tangent line. The insulation shall terminate not less than 300mm above the support concrete or steel work. Support skirt of insulated vertical vessels of 1200 mm and less shall be insulated externally only.

2.3.2 Bottom heads of insulated vertical vessels enclosed by a support skirt shall be insulated only when the vessel outside diameter is greater than 1200mm.

2.3.3 Turbines and steam ends of reciprocating pump shall be insulated for heat conservation.

2.3.4 Liquid ends of pump shall be insulated when heat traced or jacketed.

### 3.0 Materials :

#### 3.1 General

3.1.1 All material shall be of high quality and good appearance. This specification covers materials – mineral wool, glass wool, rock wool, calcium silicate, ceramic fibre, etc.

3.1.2 Insulations materials shall be of low chloride content, chemically inert, non-sulphurous, rot proof, vermin proof, impervious to hot water and steam, non-injurious to health and non-corrosive to steel and aluminum (even if soaked in water at ambient temperatures for extended periods).

3.1.3 The use of insulation or finishing materials containing ASBESTOS in any form is not permitted.

3.1.4 Insulation and jacketing material backed with paper or other flammable material is not acceptable.

3.1.5 Many common flammable liquids such as oil butanol, diethanolamine and hexonal will react and start fires when they leak into inorganic absorbent insulations. Such absorbent insulations can store large quantities of combustible liquids should a leak occur.

3.1.6 Insulation materials have been classified into two categories – water absorbing and non-water absorbing. Non-water absorbing insulants like polyisocyanurate and cellular glass are recommended for services 12 up to 1250°C. Water absorbing insulants like ferrous insulants and calcium silicate can be used for all temperatures except for electrically traced pipe. But for low temperature (i.e. up to 1250°C) services a suitable moisture barrier shall be used since the service is too low temperature evaporate moisture, rain or hose water absorbed.

3.1.7 No inflammable material shall be attached to the insulation.

3.1.8 Dimensions and Dimensional tolerances for pipe sections, mattresses & slab shall be generally be as per respective codes unless otherwise mentioned. The number of pieces to be used shall be as less as possible. When installed the insulation shall fit snugly and shall have a tight joint.

3.1.9 For low operating temperature (up to 125 deg C) services a suitable moisture barrier shall be used.

3.2.0 For electrically heated application polyurethane foam (PUR) or Polyisocyanurate (PIR) blocks shall be used in combination, with Rockwool as inner layer.

### 3.2 Insulation Material :

#### 3.2.1 Fibrous Material (Rockwool & Glass Wool)

3.2.1.1 Shall be a performed insulation and shall be of long fibred rock or glass material processed from a molten state into fibrous form bonded with a binder and suitable for the intended operational temperature range from ambient to 550°C. Slag wool is not acceptable.

3.2.1.2 Unless otherwise specified herein, insulation material shall strictly conform to all the requirements of quantity standards listed below.

Performed pipe insulations : IS: 9842: latest issue/ASTM C547 TYPE II or TYPE III.

Metal mesh covered bonded equipment : IS :8183/ ASTM C592 CLASSII for piping & equipment

Mineral fiber blanket & insulation : Blanket shall be faced on one side with 20mm Blanket type pipe galvanized no.22 SWG. Wire mesh, stitched through with 22 SWG . galvanized lacing wire



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Mattress for lined covers shall be faced on one side with 20mm galvanized 22SWG wire mesh stitched through with 22SWG galvanized lacing wire. Blanket (mattress)

Bonded Mineral fibre slab insulation : IS: 8183 latest issue

Mineral fiber blocks & board thermal insulation. : ASTM C612 TYPE IV/ TYPE V.

3.2.1.3 Insulation shall confirm to following requirement and shall tested and test certificate on representative samples furnished to GIL.as per IS : 8183/IS: 9842 ( latest issue) for conformance to each of the following requirements.

Density 140 to 150kg/m<sup>3</sup> (density shall be with in this range and density test shall be as per IS: 5688/ IS 3144( latest issue)

Shot content Shot shall not be more than 5mm in any dimension: shot content, (IS 3144) when sieved as follows, shall not exceed as per below:

IS sieve: shot content, percent (IS: 460 by mass (max.) latest issue)

500 micron 5

250 micron 15

Moisture content) & Moisture absorption ) not more than 2%.

IS : 3144 )

Incombustibility Incombustible loss in weight IS : 3144 not more than 3%

Thermal conductivity ( IS : 3346)K

\* Mean Temperature 0c Thermal Conductivity mw/Cmoc

50 0.43

100 0.52

150 0.62

200 0.68

250 0.80

300 0.90

\* mean temperature is hot face temp. + Cold face temp.

Sulphur content not more than 0.6 percent (IS: 3144)

Linear shrinkage not more than 2 % when subjected to soaking conditions ( IS: 3144) of soaking heat at the started maximum temperature of use (5500c) for 24 hours

Heat resistance When heated to max .temp. (5500 C), sample shall (IS: 3144) maintain its general form and shall not surface visible

deformation of the fibrous structure.

Compressive

Strength 120 kg/m<sup>3</sup> for LRB blanket (mattresses) (average)

minimum at 10% deformation

Recovery after compression after compression to 75% of the original (IS: 8184- Appendix 'A' thickness, recovery shall not be less

IS: 9842- Appendix 'A) than 90% of the original thickness.

Alkalinity (IS: 8183 Appendix 'B' pH of the solution of the material shall be IS: 9842 Appendix 'B' between 7.0 and 10.0

Chloride content ( IS : 3144) not to exceed 20 ppm. Dimension pipe section

Hollow cylinder , split length wise on one or both sides of the cylindrical axis. Tolerance in length & thickness : +/-3mm

When insulated on the pipe of the specified size, sections shall fit snugly and shall have tight longitudinal and circumferential joint .

Blanket (Mattress)

Unless otherwise specifically required, standard width shall be 600 to 1200mm standard length 1500 to 2400mm.

Tolerance in length & thickness : +/- 3mm



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Block and boards (IS: 8183) Lengths : 1000 to 1400mm Widths : 500 to 1000mm

Tolerance : width , length 7 thickness : +/- 3mm

### 3.2.2 **RIGID MATERIAL ( CALCIUM SILICATE)**

#### 3.2.2.1 Calcium Silicate :

Calcium silicate block and pipe thermal insulation shall be composed principally of hydrous calcium silicate reinforced with mineral fibers (except stag wool) in shall be asbestos free , it is suitable for all temperatures . Insulation shall confirm to following requirements and shall tested and test certificates on representative samples furnished to GIL as per IS : 8154 ( latest issue ) for conformance to each of the following requirements:

Bulk density 200 to 280 kg/m<sup>3</sup> to be tested as per IS: 5688

Compressive strength Reduction in thickness shall not exceed 10% when ( for flat surfaces only . tested per IS : 5688 dry under load of 415 kN/m<sup>2</sup> this test is waived and wet ( after 18 hrs immersion in water)

for curved sections) under a load of 170 kN/m<sup>2</sup>

Even though CL.1.6.3.4 of IS: 5688 indicates 5% deformation, test should be conduct for 10% Deformation

Flexural strength Average min. shall be 240 kN/m<sup>2</sup> when tested per IS : 5688

Heat resistance when tested per IS : 5724, under conditions of soaking at for 24 hrs at 6500c.

max. linear shrinkage : 2% max. loss in weight : 15%

compressive strength : reduction in thickness under a load of 345 kN/m<sup>2</sup> : 10% max.

Thermal conductivity when tested as per IS : 3346 , shall be:

mean temp. oc Thermal conductivity ax. mw/cm deg.

100 0.65

150 0.75

200 0.80

Moisture content Not to exceed 7.5% by mass ,when tested as per Annex.A

IS 8154

Alkalinity pH of the solution of the material shall be between 7.0 and 10.0 when tested for appendix B, IS : 8154

Chloride content not to exceed 20PPM when tested as per IS: 3134 . For

stainless steels special quality, with inhibitors, with less than 10PPM

Dimensions Flat Blocks : shall be free from wrap . all mating faces

shall be plane and edge shall be square to the surfaces and to one another

Length: 500, 600 or 900mm Width: 150,300 or 600mm,

Thickness : 25 , 30,40,50,60& 75 mm

Beveled lag : Length: 500, to 900mm width: 150mm Thickness : 25 , 30,40,50,60& 75 mm

Curved segment ( radius & beveled lags) Length: 500, to 1000 mm

Thickness : 25 , 30,40,50,60& 75 mm

For curved surface having external radius grater than 110mm

Pipe sections : hollow cylindrical shapes slit in half lengthwise ( in a plane including the cylindrical axis ) or as curved segements . upto 14" pipe size,only hallow cylindrical shapes silt in half lengthwise shall be used. Length: 500, to 1000mm

Diameter : to fit standard size of pipe. Thickness : 25 , 30,40,50,60& 75 mm

Dimensional flat block, beveled pipe sections

Tolerance & curved segments

Length: +-3mm +-3mm

width: +-3mm -

Thickness +-3mm +-3mm



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### 3.2.3 High Temperature Insulation Materials (Above 550°C)

Following types of insulations may be used for high temp insulation applications.

Ceramic Fibre :

Ceramic Fibre shall be composed principally of Alumina silica fibre blanket. It should be used in the temperature range of 551°C to 760°C. Ceramic fibre blankets shall be made out of fibres having fibre length of about 10 cm or more. It shall normally be of 610 mm width, 13mm or 25mm thickness. Unless otherwise specified insulation shall conform to the requirements of ASTM C892 Type III, Grade 8 or to the specifications described in the table below. Insulation shall be tested and test certificates on representative samples furnished. Ceramic fibre blankets shall be sampled for the purpose of test in accordance with ASTM C390.

Chemical & Physical characteristics of Ceramic Fibre Test Method Blankets

- Chemical composition (By volume%)

Al<sub>2</sub>O<sub>3</sub>(Min) 43 IS 1335

ZrO<sub>2</sub>(Min) - IS-10085

Fe<sub>2</sub>O<sub>2</sub>(Max) 0.1 IS-1527

TiO<sub>2</sub>(Max) 0.3 IS1527

SiO<sub>2</sub>(Max) 57 -

- Mean Fibre Dia (Microns) 2.5-3.5 BS-2972 (Upto 3% Standard deviation)

- Dimensional Tolerance Thickness (-) 0% to (+)40% -

Width (-) 2% (Excess is permitted) - Length (-)0% (Excess is permitted) -

- Shot Content(% Max) 20 ASTM C-892

- Bulk Density(Kg/m<sup>3</sup> Min) 128 ASTM C-167

- \*Bulk Density Tolerance

-

- Thermal Conductivity (Kcal/M/Hr/°C)\*\*Max (Mean Temp) (+) 30% & (-)0% 0.11(600°C)

ASTM C-177/IS-3346

Maxim. Thermal conductivity 0.76 at 200°C for reference m W / cm °C at 100°C mean temp. \*\*

- Linear Shrinkage (%) 3(1200°C) ASTM C-356 (at max temp) for 24hrs

- Tensile Strength (Kg/cm<sup>2</sup>g(min)

Longitudinal 0.6 BS 1902 part 6

Transverse 0.5

\* The density shall be calculated on the basis of actual dimensions and actual weight only, as offered by the manufacturer.

\*\*In case of thermal conductivity Please also refer Thermal Conductivity Values at different mean Temperatures

### 3.2.4 Insulation material for Impulse lines and small dia pipe below 1 ½ Inch

Ceramic Fiber Rope for Insulation of Impulse / Small dia pipelines (1 ½ inch & below) as per IS: 15402 .For impulse lines insulation material shall be Ceramic fiber rope insulation unless otherwise mentioned. Ceramic Fibre rope shall be made up of Ceramic Fiber insulation of min density 250 Kg/m<sup>3</sup>. It shall comprise of ceramic fibers laid parallel and finally wrapped with stainless steel wire to reinforce the fibers and holding it in position. Other properties of ceramic fibre shall conform to the specifications as described in clause 3.2.3(1).

For Small dia pipes of 1½ inch & below Ceramic Fiber rope may also be used (approximate size of rope 19 mm size rope ) and covered with Aluminum tape wherever exposed to open atmosphere.



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Note: Ceramic fiber rope insulation for Impulse line:

| Size     | Temp          | No. of Ins layers | approx. indicative thickness of each layer (Impulse line) |
|----------|---------------|-------------------|-----------------------------------------------------------|
| ½"- 1 ½" | up to 250degC | 1                 | 19mm                                                      |

Measurement shall be made in running meter of the actual ceramic fiber ropes use in insulating the pipeline or impulse line and payment for the same shall be done accordingly.

### 3.2.3 General:

Periodical checks for density, thickness, shape and size as per above requirements shall be repeated at site, as per norms and frequency decided at site, as per the direction of BCPL site- in-charge for the job at different section of the unit. Special attention is required for fibrous material as its installed thickness could be reduced due to compaction affecting performance.

All the codes mentioned shall be the latest issue.

BCPL shall have right to inspect any or all the tests conducted on insulation material by manufacturer at his shop or any laboratory.

### 3.3 Weather protection jacket:

3.3.1 Unless otherwise mentioned, Aluminium jacketing shall be used as weather protection over insulation unless otherwise specified except Fire hazardous area /above 550 degC where it should be stainless steel or Aluminized steel. For grade piping in off sites jacket material shall be galvanized steel. Aluminum shall be ASTM B209 alloy 3003 H16 or IS : 737 designation 31000 ( old NS3) condition H3 for flat sheets and designated 31500/51300 condition H4 for corrugated sheets. (or applicable Indian standards shall be followed) . For stainless steel cladding the material shall be in accordance with ASTM A167 or A240 type 304. For aluminized steel cladding, the material shall be in accordance with ASTM A463, type2, coating designated T2-100. GI shall be as per IS 277 Cladding shall be coated on the side in contact with the insulation with the bitumen anti-corrosive paint. Cladding (other than galvanized steel) shall be coated on the side in contact with the insulation with a polycraft moisture barrier consisting of one layer of one mil high density polyethylene film with a protective layer of 40-pound minimum virgin kraft paper. Polykraft moisture barrier shall be heat laminated and applied in factory. Thickness of the jacketing shall be as follows:

#### 3.3.1.1 Fibrous Material (Mineral wool-Rock & Glass Wool)

For shell of vertical storage tank and vessel, : 22SWG or 0.71 mm corrugated ,The profile of corrugated sheet shall be 32mm,5mm and whereas in Stainless steel/Aluminized steel cladding 0.56 mm (24SWG) corrugated the profile shall be 32mm,5mm

Tank Roof: 1.22mm (18SWG) Flat, and whereas in Stainless steel/Aluminized steel cladding 0.91mm ( 20 SWG) Flat.

Horizontal vessel shell and heads, vertical vessel heads, exchanger etc. : 22SWG or 0.71 mm Flat Stainless steel/Aluminized steel cladding 0.56 mm (24 SWG) Flat.

For removable covers Thickness for Aluminum cladding (other than grade piping in off sites 1.22mm (18 SWG) Flat Thickness for Stainless steel /Aluminized steel cladding 1.22mm (18 SWG) Flat.

For all pipelines, equipment's ,including valves and flanges steam traps etc : Aluminum cladding 0.71mm (22 SWG) Flat and for Stainless steel/Aluminized steel cladding .56 mm ( 24 SWG) Flat .

Note for grade pipelines in offsite including valves, flanges etc: Al .71mm (22 SWG) however if required 0.56mm (24 SWG) Galvanized steel (as per discretion of site in charge).

#### 3.3.1.2 Rigid material (calcium silicate)

For pipelines, equipment's, vessels, tanks, spheres, columns, valve, Flanges, exchangers: AL (22 SWG) Flat. for Stainless steel/Aluminized steel cladding .46 mm ( 26 SWG) Flat .

Vertical vessel shell & vertical portion of storage tank: 0.56 mm (24SWG) corrugated; the circular profile of corrugated sheet shall be 32mm, 5mm. for Stainless steel/Aluminized steel cladding .46 mm ( 24 SWG) corrugated .



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**Thickness for Aluminum jacket / cladding Removable covers 1.22mm (18 SWG) Flat Thickness for Stainless steel / Aluminized steel jacket/cladding 1.22mm (18 SWG) Flat**

### 3.4 Ancillary Materials

3.4.1 Aluminium Foil to Protect Stainless Steel Surfaces Shall be 0.19mm ( 36 SWG) thick per ASTM B209 alloy 3003 H16 or IS : 737 designation 31000 ( old NS3) condition H3.

### 3.4.2 Securement Bands / Wires

3.4.2.1 If material is aluminum, then specification shall be ASTM B209 alloy 3003 H16 or IS : 737 designation 31000 ( old NS3) condition H3. if stainless steel, it shall be 18/8.

3.4.2.2 For securing aluminum foil on stainless steel surfaces band, 24SWG thick x20mm wide, aluminium.

### 3.4.2.3 For Securing Fibrous Insulation

On piping: Band 24SWG thick x 12 (min) wide, stainless steel On equipment's: Band 24SWG thick x 20 wide, stainless steel.

On vertical storage tanks: Band, stainless steel 25mm wide Intax 24SWG thick. Horton sphere: Band, stainless steel, 25mm wide x 0.8mm (min) thk.

### 3.4.2.4 For Securing Rigid Insulation

On piping up to 16" OD, wire, stainless steel , 16SWG

On piping 18" OD and larger vertical and horizontal equipment's Band , stainless steel , 20 wide x 24SWG thick

3.4.2.5 For Securing Cladding On Insulation (Both Fibrous And Rigid) For piping: Band, stainless steel , 12mm (min) wide x24SWG thick ,

On equipment: Band, stainless steel , 20mm (min) wide x24SWG thick ,

On vertical storage tanks: Band, stainless steel, 25mm wide x 24SWG thick. On spheres : Band, stainless steel, 25mm wide x 24SWG thick.

Rivets required for metal jacket securement shall be the expanding aluminium "pop" blind eye type , 9.5mm long x 5mm diameter.

Screws required for metal jacket securement shall be stainless steel/cadmium plate steel self- tapping type A No. 8 dia x 12mm long to BS 4176 complete with neoprene washer under the head .

3.4.5 'S' and 'J' clips formed from 25mm side stainless steel banding.

3.4.6 To ensure perfect water proofing all the cladding joints shall be packed with sealing materials which may either be in the form of an elastomeric sealing compound or fiber based bituminous felt strips.

## 4.1 **Application**

### 4.2 **General**

4.2.1 The applications methods, given in this standard is general in nature. The contractor is responsible for applying an insulation system that will give a satisfactory operational performance and the requirements given herein shall be regarded as the acceptable minimum. The contractor shall carryout the work in accordance with the best practices of insulation application with the minimum of waste and derbies and the final job shall have a neat efficient and work like appearance.

4.2.2 All hydrostatic testes on piping and equipment, including steam tracing systems, shall be carried out before insulating material is applied.

The insulation contractor shall only insulated those sections of the plant that has been specifically released for such work by the engineer – in – charge. If insulation must be installed before pressure test, then all welds and flanged joints in the pipe shall be left uncovered till successful competition of pressure test. Then insulation shall be completed

4.2.3 Surface to be insulated shall be thoroughly cleaned, dried and made free from lose scale, oil or grease. It shall be the contractor responsibility to remove loosely adhering scale and dirt before applying insulation.

### 4.2.4 **Corrosion Prevention**



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4.2.4.1 Carbon steel and alloy piping and equipment with normal operating temperature of 125 °C and below shall be protected against corrosion by painting with a 20 microns (min) dry film thickness of heat resistant aluminum paint suitable for the above temperature. While for equipments (vessels, exchangers, tanks and spheres), this coating shall be provided by equipment fabricator, Piping /equipment paint and its application painting is not in the scope of insulation contractor.

4.2.4.2 Insulation cement shall not be used on stainless steel piping or equipment.

4.2.4.3 All insulated austenitic stainless steel piping and equipment insulated with calcium silicate, rock or glass wool shall be protected against chloride attack as follows

for operating temperatures upto 450°C the surfaces shall be wrapped with 0.19 mm thick aluminium foil with 50mm overlap at longitudinal and circumferential joints before application of insulation. All joints of the aluminum foil shall have barium chromate primer interposed. Aluminum foil shall be firmly secured on the stainless steel surface by aluminum bands at a pitch of 500mm. Care shall be taken while applying aluminum foil ensure that the foil is not punctured at any place during wrapping and clamping with aluminum bands. For operating temperature above 450°C the stainless steel surfaces shall be painted with two coats of heat resistant silicon aluminum paint as follows

Type : single

Composition : silicon resin based with aluminum flakes as pigment Dry film thickness : 20 microns / coat (min)

Other requirements : it should be suitable to withstand temperatures up to 600°C when the paint becomes dry the painted surfaces shall show no discontinuity.

4.1.5 The insulation contractor shall not carry out any welding or drilling on plant equipment and piping.

4.1.6 Insulation shall be finished, beveled and weather proofed at all terminal points where it is required to remove bolts etc. without damage to the insulation.

4.1.7 Equipment name plates shall remain visible after insulation has been applied by beveling back the insulating material and carefully sealing the exposed edge to prevent ingress of moisture.

4.1.8 All projections, such as lifting lugs, trunions and stiffeners on piping and equipment (i.e. vacuum rings) shall be insulated with the same thickness of insulation as specified for the equipment item or pipeline.

4.1.9 The removal bosses, pressure tapping and weep hole nipples shall not be insulated in but left accessible.

4.1.10 Double layer insulation shall be required when the insulation thickness is greater than 75mm. insulation installed in two or more layers shall be staggered joint construction and each layer shall be secured in place and details of securement shall be the same for each layer.

4.1.11 Wet or damaged insulation shall not be used under any circumstances.

Insulation material to be applied shall not be kept over bare ground to avoid water absorption. Installed material awaiting its protective cover shall be adequately protected from damage, rain and contamination and shall be covered with cladding at a minimum loss of time.

4.1.12 A minimum clearance of 25mm between outside surface of any insulation finish and adjacent equipment, pipe or structural members shall be mentioned.

4.1.13 Insulation supports shall not project out of the insulation outer surface and shall be given sufficient coverage of insulating material to avoid hot spots on the metallic cover at support positions.

4.1.14 The insulation shall be so designed/applied such that ingress of water is prevented, leaked product can drain off and vapors can escape.

### 4.2 Piping

#### 4.2.1 Material

##### 4.2.1.1 Fibrous material (rock or glass wool)

Can be used for all piping other than electrical traced pipes up to 125°C

Can be used for all temperatures. Shall be in performed pipe section / blankets (mattress) are acceptable.

##### 4.2.1.2 Calcium Silicate

Can be used for all piping other than electrical traced pipes upto 125°C Can be used for all temperatures.



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### Ceramic Fiber

Shall be supplied in blanket strips in sizes as mentioned in the material spec in clause 3.2.3.

Pieces of insulation with cursed and damaged ends shall not be used.

Pipe sections bored / machined out of blocks shall not be used as skin effect is lost.

#### 4.2.1.3 Corrosion protection before applying insulation :

All (insulation materials) for operating temp. up to 1250c, on carbon and alloy steel piping, provide painting. For stainless steel piping, provide a aluminum barrier. Painting shall not be in the scope of the insulation contractor. However aluminum barrier for stainless steel shall be done by insulation contractor.

### 4.2.3 Application

#### 4.2.3.1 Horizontal Pipe

##### 4.2.3.1.1 General

Insulation material shall be applied to fit snugly against the contours and shaped only where necessary to achieve this requirement. This insulation shall be carried out with the least number of material pieces as possible and all unavoidable gaps, cavities, and voids suitable filled with compatible loose fill material.

##### 4.2.3.1.2 If Pipe Section / Moulded Blocks /Segments

End joints of adjacent blocks shall be staggered one half of the block.

Included angle between segments shall not be less than 30 deg for both single and double layer insulation.

Further, minimum are length of segments should meet following staggering requirements.

When double layer is applied, both longitudinal and circumferential joints shall be staggered. The arc between the longitudinal seam lines of the inside and outside layer of insulation shall have an angle of over 15 deg or the longitudinal joints staggered at least by one layer thickness, whichever is more stringent. Circumferential seams of the inside and outside layers shall be at least 100mm apart.

##### 4.2.3.1.3 If Mattress/Blankets (Fibrous Insulation – Rock or Glass Wool)

Shall be applied over the surface with joints tightly butted and laced together with 1mm dia galvanized lacing wire.

##### 4.2.3.1.4 Insulation Securement (All Insulation Materials)

Each layer of insulation shall be secured firmly in place with at least 3 loops of binding wire / band , one loop to be placed not more than 75 from each and at least one loop be equally spaced between and loops for each section . Binding wire shall be drawn about the insulation with ends tightly twisted together, bent under & pressed into the surface of insulation. Bands or wires in no case be spaced more than 200mm apart.

For calcium silicate, all joints shall be sealed with insulating cement of same composition as the molded block. Each layer of insulation shall be secured by the same method as below.

##### 4.2.3.1.5 Frame work for supporting cladding: fibrous insulation

This is not necessary for rigid materials. This is required only for horizontal pipe runs provided with fibrous insulation in blanket (mattress)form. Vertical piping provided with fibrous materials need not be provided with this. Piping provided with fibrous resin bonded pipe sections also need not be provided with this framework.

Spacer rings shall be fabricated out of 25x3 M.S. flats. The outside diameter of the insulation spacer rings shall be riveted to 'Z' shaped stays fabricated from the same sized M.S. flats. These rings shall be suitable painted for corrosion protection. Stays shall be provided at intervals of the insulation, subject to a minimum of 3 stays. Spacer rings shall be provided at every approx. 900. To minimize direct heat conduction through the stays, a packing of 2 sheets of 3 thick asbestos mill boards shall be provided at the joints of the stays and pipes. Joint between M.S spacer ring and stays shall be riveted by 6 dia M.S. rivets with 2 sheets of 3 thick asbestos mill board interposed.

#### 4.2.3.2 Vertical pipe (all insulation materials)

Insulation on vertical or near vertical piping (i.e. greater than 45 angle from horizontal) shall be supported by bolted on metal collar shall be 6 thick M.S or alloy bar (to suit piping material)

Outside diameter of collar shall be around 12 less than O.D. of insulation. where multilayer insulation is used , support collar shall be extended to provide for each layer.

Support positions shall be at no greater distance apart than the following:

Pipe operating temp.      Support spacing



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|               |        |
|---------------|--------|
| Upto 4000c    | 4500mm |
| 400 to 5000c  | 4300mm |
| 500 to 550oc  | 2500mm |
| 551 to 650oc  | 2000mm |
| 651 to 760 oc | 1500mm |

4.2.3.3 Expansion joints ( both vertical and horizontal piping . all insulation materials ) Expansion joint shall be provided at regulation interval as bellows:

| Temp. 0c      | spacing (M)  |
|---------------|--------------|
| upto 200      | not required |
| 200to 300     | 10           |
| 300to 350     | 8            |
| 350 to 400    | 6            |
| 400 to 550    | 5            |
| 551 to 650oc  | 4            |
| 651 to 760 oc | 3            |

Expansion joint shall be formed by a 25mm space between the pipe insulation sections and the space shall be filled by compressed mineral rock fibers. Expansion joints in each layer shall be offset at least 150 each other in case of multilayer insulation. Expansion join for vertical pipe shall preferably just below insulation support collars.

#### 4.2.3.4 Elbows and bends (all insulation materials)

Insulation material shall be mitred and shall be same as that of pipe. Insulation securement bands / wire shall be same as that for equivalent dia pipe. Each mitred section shall be secured with minimum 2 wires / bands. For bands /elbows of nom. Pipe size 6" & below , due to lack of space , for all insulation materials insulation shall be secured by spirally wound 16SWG galvanized steel wire for hard material & 10 SWG galvanized steel wire for soft material. Insulation joints of block material shall be suitable sealed with adhesive for isocyanurate / cellular glass and by insulating cement for calcium silicate. Fittings below 50mm nom. dia, if insulated of calcium silicate shall be insulated with insulating cement build up in 6mm layers to the thickness of insulation of the adjacent piping. Each layer of insulating cement shall be reinforced with 25mm no. 20 SWG wire netting.

#### 4.2.3.5 Tee (all insulation materials)

Performed pipe sections or segments shall be carefully cut and shaped around 'tee' junctions and the insulation material of the tangential pipe shall be carefully and neatly cut to make upto the material applied to the parent pipe with out the creation of voids or gaps, at the junction. Insulation shall be adequately secured by wire / band of same specification as that of same size pipe.

#### 4.2.3.6 Flanged joints or valves (all insulation material)

Flanged joints or valve, if to be insulated, shall be insulated with prefabricated removable aluminum covers, lined with pipe sections / lags/slabs. Welded valve, if insulated, shall be insulated with over sized pipe sections or lags, cut and shaped to fit around the body of the valve . Insulated valves shall be completely covered, but the insulation shall be cut and shaped around the valve stem and kept clear of the stuffing box gland.

#### 4.2.3.7 Insulation flashing (all insulation materials)

Insulation shall be stopped short of flanged joints and unions by a sufficient distance to permit easy removal of the flange nuts and bolts or breaking of the unions to take without disturbance or damage to the insulating material . At these positions the insulation shall be beveled and sealed with a metal closure which in turn shall be sealed with water proof sealing material.

#### 4.2.3.8 Pipe supports: (all insulation materials )

Insulation at solid welded or clamped supports shall be cut and shaped to fit around the support and banded securely to enable the insulation to be carried with the pipe movement. when the pipe hangers pass through insulation on piping outdoors, metal hoods packed with a waterproof sealing material shall be furnished and installed . Upper bolts of the hanger clamps are not to be covered with insulation.



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### 4.2.3.9 Steam traced piping: (all insulation materials)

Steam traced piping and fitting shall be installed with oversized sections to allow accommodation of both parent pipe and tracer without damage or deformation of the insulation. Traced instrument line and fittings shall be totally enclosed by the insulation in a similar manner and the designed warm air annulus maintained throughout the tracer pipe length. Insulation supports for vertical pipe shall have suitable clearances for tracer pipe composite box type insulation may be provided on the steam supply lead lines, in case they are routed together similarly this may be provided for the return lines to manifold after the run of tracers.

### 4.3 Horizontal Equipment

#### 4.3.1 Material

4.3.1.1 Fibrous material ( Rock or glass wool ) Can be used for all temperatures.

Shells: Preferably preformed pipe or multi pipe segments or slabs cut and shaped to fit. Alternately, Blanket (mattress) may be accepted.

Heads: Preformed blocks and slab cut and shaped to fit, blankets may be accepted.

4.3.1.2 Calcium silicate. Can be used on all surfaces.

Temperature limitations for each shall be as mentioned above. Curved segments / blocks, mitre cut and shaped to fit.

#### 4.3.1.2 Ceramic Fibre

Shall be supplied in blanket strips in sizes as mentioned in the material spec in clause 3.2.3.

#### 4.3.2 Corrosion protection before applying insulation:

All insulation materials: For stainless steel surfaces, provide same protection as for piping.

#### 4.3.3 Application (All Materials)

4.3.3.1 Following, provided by the vessel fabricators for insulator / cladding support / securement, as indicated in enclosed sketch no 7-12-033, shall be verified for their presence by the insulation contractor, before commencing insulation work:

. For vessels of diameter 2000 mm and above are provided insulation support at horizontal centre line as also vertically at tangent lines. Ring support at tangent lines are provided with 6mm dia meter holes. These are to be used for insulation securement.

. At vessel heads above 600mm outside dia meter are provided flats having 6mm dia holes . The flats are for insulation support and holes provided in them are to be used for insulation securement. Also provided on either head is a central ring made of 10 dia galvanized steel rod. For vessel fabricator, for such vessels insulations contractor shall provide these rings

. Boot of vessels, if any is provided with circular support ring with holes with holes .

4.3.3.2 Blanket (mattress) shall be applied over the surface with joints tightly butted and laced together with 1mm dia galvanized lacing wire.

Other block insulation shall be applied with the longer dimension parallel to the axis of the vessel or equipment. When blocks are applied in multiple layers, all joints in successive layers shall be parallel to the long axis, shall be staggered and sealed with insulating cement for calcium silicate or suitable adhesive for others. In all cases, the insulation is to fit the contour of the vessels or equipment, so that the use of a leveling coat of insulating cement should not be normally necessary to get an acceptable smooth exterior.

4.3.3.3 Special considerations for insulation high temperature vessels (required only if provided with calcium silicate insulation)

This provision is required to take care of the effects of equipment circumferential thermal expansion on insulation.

This provision is required only for vessels and exchangers provided with calcium silicate insulation.

Calcium silicate insulation should be installed in beveled or curved segments only, to avoid voids and provide an efficient insulation system.

For equipment upto 3000mm in diameter and 2000c to take care of equipment circumferential expansion, the circumferential block is cut and fitted to be 13mm grater in circumferential than the equipment and secured so that tension of the bands produces compression on the butt edges rather than on the surface towards the vessels.



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The little annular space and the compressiveness of the blocks would suffice to take care of circumferential expansion of equipment.

If the vessel is above 3000mm in diameter or if the temperature is above 2000c or both, 25mm thick rock wool fiber blanket (mattress) insulation shall be applied around the equipment prior to the application of calcium silicate. This acts as an expansion area around the equipment to act as mechanical and some time thermal cushions. The calcium silicate block must be cut and fitted to the outside radius of the equipment plus the thickness of the rockwool spacer insulation. The insulation, when installed, should not compress the fiber blanket.

Above provision to take care of circumferential expansion is required both for shell and head.

### 4.3.4 Insulation securement (for all insulation materials)

Each layer of insulation on shells of equipment shall be secured by bands at every 225 centers. Each band shall be machine stretched and tensioned to remove slack only.

Each layer of insulation on vessel heads shall be secured as follows:

Band shall be in radial direction connecting the head central floating ring and shell girth ring. The radial bands shall be placed at not more than 150 centres for rigid and 300 for fibrous than 150 centres for rigid and 300 for fibrous insulation, measured at the girth ring. These bands shall be machine stretched and sealed. Outermost layer of insulation shall also be supported by drawing and securing 16SWG annealed steel wire through the 6 diameter holes provided in the shell girth ring as also the flats provided on heads . The wire shall be drawn through every hole and it shall be secured to the ring with a knot.

### 4.4 Vertical equipment

#### 4.4.1 Material

4.4.1.1 Fibrous material shall be same as specified for horizontal equipment.

4.4.1.2 Calcium silicate shall be same as for horizontal equipment.

#### 4.4.2 Corrosion protection before applying insulation ( for all insulation material)

Corrosion prevention before applying insulation for stainless steel surfaces shall be same as specified for horizontal equipment.

### 4.4.3 Application (all insulation materials)

Application details on shell, top and bottom heads shall be similar to that of horizontal equipment. Insulation shall be similar to that of horizontal equipment. Insulation shall be laid on insulation support ring provided by the fabricator.

### 4.4.4 Insulation securement (all insulation materials)

Bottom and top head insulation shall be supported by 16 SWG annealed galvanized steel wire drawn through holes in the insulation supports provided by the fabricator.

Top head insulation shall be secured by floating ring / bands provided by vessel fabricator similar to head of horizontal vessels.

Shell insulation shall be supported by bands at every 225 centres on the cylindrical portion and the bands shall be kept horizontal.

Insulation securement for bottom head vessel supported on legs shall be identical to that of top head.

For insulation securement of bottom heads inside skirt n floating rings/ bands need be provided; firm securement should be ensured just by 16 SWG annealed wire drawn over insulation tightly and through the holes on support rings provided by the fabricator.

### 4.4.5 Expansion joints (all insulation materials)

Expansion joints shall be provided every 4000mm (max.) the joint shall be provided at insulation support rings. It shall be a 25mm space between the top of the insulation and the bottom of the support ring. The space shall be filled up by compressed rockwool fiber.

### 4.5 Flange, nozzle, channel cover, manway and handhole flanged cover (all insulation Materials)

Where insulation is required, these shall be insulated with lined removable prefabricated covers secured with bands or quick release toggle clips.



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Otherwise, insulation shall be stooped short of uninsulated flanges and nozzles etc, a sufficient distance to permit withdrawn of bolts without disturbing the reminding of the insulation. Insulation shall be weather proofed and sealed at these locations.

### 4.6 Irregular surfaces such as pumps, compressors turbine etc.

#### 4.6.1 Corrosion Protection

For S.S. surfaces at all temperatures, provide same protection as indicated for piping.

#### 4.6.2 Application

##### 4.6.2.1 Fibrous material: material, application and insulation securement

This shall be prefabricated removable aluminium covers, lined with mineral rock / glass wool pipe sections. Lags/ slabs / mattresses.

##### 4.6.2.2 Calcium Silicate

Insulation material shall be insulating cement / block insulation cut and fitted.

Insulation shall be applied in max 25mm thick layers until the scheduled thickness is obtained.

Each layer shall be covered with a layer of 25 mm hex. 20 SWG galvanized iron wire mesh. The final layers shall be trovelled to a smooth finish with 6mm thick finishing cement.

Insulation shall be beveled back at 45° from all casing flanges, shaft seal caps and bearing boxes.

### 4.7 Vertical Storage Tank: ( Carbon Steel)

#### 4.7.1 Material

##### 4.7.1.1 Fibrous material (Rock / Glass wool) shall be in the blanket (mattress) form.

#### 4.7.2 Application

##### 4.7.2.1 Supporting rings / spikes ( rods) for supporting insulation / cladding

###### 4.7.2.1.1 Shell

Following insulation provided by tank fabricator.

###### Water Shed

At the junction of shell and roof , a water shed is provided to act as top covering for the shell insulation .

Insulation support will consist of 5mm dia diamond pitch. Length of these lugs is 3 mm less then insulation thickness.

Cladding support from tank top, horizontal rings shall be provided at every 1175 mm on tank shell.

###### 4.7.2.1.2 Tank Roof

##### 4.7.2.2 Insulation Laying and Securement.

###### 4.7.2.2.1 Shell

Application of fibrous insulation

Insulation shall be applied between rings in horizontal mode. Mattress insulation shall be applied with joints tightly butted and laced together with 1 mm dia galvanized lacing wire Mats shall be impaled to the 5mm rod and speed washers fixed and pressed home for intimate contact of the insulation . in the case of multiple layers , speed washers are necessary only over the finial layers ( upto and including 150mms) . Rod and sped washer of spring steel should be selected to suit each other. While rods are provided by tank fabricator, speed washer shall be furnished by insulation contractor . Insulation shall be further secured by bands spaced centrally between insulation supports.

###### 4.7.2.2.2 Roof ( for all materials)

Application of both fibrious shall be similar to that as for shell . Insulation support from 5mm dia M.S. lugs shall be exactly same as in shell.

### 4.8 Horton Spheres:

#### 4.8.1 Material

Shall be only mineral rock / glass wool blanket.(mattress)

#### 4.8.2 Application

##### 4.8.2.1 Structural members provided by sphere fabricator for insulation / cladding securement.

##### 4.8.2.2 Insulation laying and securement



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Insulation shall be applied between rings. Mattress insulation shall be applied with joints tightly butted and laced together with 1mm dia galvanized lacing wire.

Insulation shall be secured by drawing and securing tightly 16SWG stainless steel wire through the 6 dia holes, provided every 200 centres, in the horizontal leg of the insulation support angle ring. The wire shall be tightly drawn over the insulation and the insulation firmly secured. The wire shall be drawn through every single individual hole and it shall be secured with angle with a knot at every fourth hole.

### 5.0 Insulation finish

#### 5.1 General

##### 5.1.1 Moisture barrier

On all surfaces except Horton sphere, provided fibrous materials and calcium silicate.

For surfaces upto 125 OC, apply a breathing type moisture barrier as below. A 3 mm thick coating of mastic shall be applied to the surface of the insulation as soon as possible, after erection, to reduce the time of the insulation is exposed to the weather, to a minimum. Whilst this coat is still wet, glass cloth shall be laid over the surface and embedded in the mastic. Care shall be taken to ensure that the glass cloth is laid smooth and free from wrinkles and that no pockets of air are trapped beneath the surface. At junctions in the glass cloth, the overlap shall not be less than 75mm. a second 8mm thick coat of mastic shall be applied after approximately 12 hrs. When dry this coating shall be a minimum of 1.50mm thick. Care must be taken, however, to ensure that the individual coats are not greater than 3mm (especially corners) otherwise some cracking of dried coat may result. The mastic shall not be applied over the wet insulation or until the adhesive is dry. During the drying time, the insulation shall be protected from the weather by "alkathene" film type tarpaulin or similar materials approved by Engineer-in-charge.

##### 5.1.2 Insulation finish

The insulation finish shall provide a weatherproofed the mechanical damage resistant covering over the whole of the insulated areas and be applied and fitted in such a manner as to provide a close fitting assembly without gaps.

#### 5.2 Piping (for all materials)

5.2.1 Straight pipe shall have metal jacketing cut a machine rolled. (Approx. 1 meter long) wrapped around, with 50 mm minimum overlaps on both longitudinal and circumferential overlaps. All laps shall be arranged to shed water.

5.2.2 A single bead shall be made on overlaps to ensure tight metal to metal water tight arrangement. Self-trapping screws, at every 150, shall be provided at all longitudinal overlaps for both horizontal & vertical piping.

5.2.3 At all operating temperatures the seams at overlap positions shall be rendered watertight per clause 3.4.6 to ensure that insulation remains dry and unwetted, whether the possible water impingement is from rain, hose or fire sprinklers.

5.2.4 The metal coverings shall be secured tightly around the insulated pipe and held in place with bands on a maximum of 300mm centres. One band shall be located on each circumferential lap and the distance between laps divided at equal band spacing. The band securing seals shall be kept neatly in line and positioned away from viewing angles as much as possible.

5.2.5 Vertical overlaps on vertical or near vertical piping shall be staggered in provided overlaps at 'north' and 'south' positions in alternative sections of covering.

5.2.6 Each section of metal covering on vertical piping with insulation larger than 250mm shall be supported from the next lower section with two 'S' clips fabricated from banding material. The 'S' clip shall be of sufficient length to allow the minimum overlap of 50mm.

5.2.7 On vertical piping with O.D.'s of 600mm and larger, the securing bands shall be supported by 'J' clips, fabricated from banding material. The 'J' clip spacing shall be minimum of two per band. All 'j' clips shall be screwed into position and secured.

5.2.8 Insulated bands and elbows in piping 80mm and larger, shall be metalled with 'lobster back' segments using 10mm minimum ball swage to assist shaping. The metal bands shall be screwed with tapping screws and metal sealants are to be provided to get a completely waterproofed arrangement.



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5.2.9 Insulated bends and elbows in piping smaller than 80mm may use complete pressed humped back flat metal elbows or fabricated 'stove pipe' elbows.

5.2.10 The practice of locating all joints in the top portion of elevated horizontal pipes for the sake of good appearance when looking up from grade shall be located to shed water.

5.3 Equipment (for all materials)

5.3.1 The metal jacket over vertical vessel shells shall be constructed of sheet metal panels with the weight of the panel taken on the equipment insulation support rings, via angle brackets bolted to the panel.

5.3.2 The panel shall be applied commencing at the bottom of the vessel. Each circumferential ring of panel shall be tensioned by means of tensioning bands until the final joint is screwed tight. 'S' clips shall be used as sheeting support at unscrewed circumferential overlaps.

5.3.3 The panels shall be held tight over the vessels insulation by means of circumferential Bands and sealed per 3.4.6, the bands shall be positioned on all horizontal overlaps and at 450mm centres. bands shall be held in their relative positions with 'J' clips and be machine stretched and sealed to remove slack only. those bands which are not supported by 'j' clips, shall be held in position on cladding by providing pop rivets at every 2 M centres.

5.3.4 The panels shall have minimum overlap of one corrugation on vertical joints and 80mm on horizontal joints. The overlaps shall be arranged to shed water at all times.

5.3.5 The vertical and horizontal overlaps shall be secured with self trapping screws at 150 mm pitch except the horizontal overlaps pre selected. To act as expansion joints, these shall be constructed with a 150mm overlaps and shall remain unscrewed and left free to permit expansion. All overlaps shall be rendered watertight.

5.3.6 All equipment projections such as nozzles, shall have the jacketing sealed using a metal flashing cut to fit the projection and extending above the jacket at least 80mm. The seal between the flashing and jacket shall be made water tight by use of self tapping screws and sealing mastic.

5.3.7 Horizontal cylindrical equipment shall be furnished with flat metal jacket arranged in circumferential bands with the edge of the sheets, with a longer dimensions applied around the circumferential of the equipment insulation.

5.3.8 The panel shall have a minimum of 80mm overlap on both longitudinal and circumferential edges, both overlaps being finished with a simple ball swage and rendered watertight.

5.3.9 Horizontal overlaps shall be secured with no. 8x12mm long self trapping screws set in the overlap at 150mm intervals, and shall be staggered bands of paneling encircle the equipment. Vertical overlaps shall not be screwed for horizontal equipment.

5.3.10 The metal finish shall be banded and sealed at 450mm centres.

5.3.11 the insulated heads of vertical and horizontal equipment shall be fabricated from flat metal, in an "orange peel" construction with all radial seams overlapping a minimum of 50mm and secured with self tapping screws at 150mm centres. All overlaps shall be ball swaged and be rendered water tight per 3.4.6.

5.3.12 Projections from the heads shall be sealed using metal flashings, neatly cut to fit around the projections and extending above the jacket for a minimum of 80mm. The seal between flashing and jacket shall be waterproofed with a self tapping screws and mastics.

5.3.13 Insulation at bottom heads of fully skirts equipment does not require weatherproofing.

5.3.14 Heads of equipments 25" O.D and smaller shall be finished and waterproofed with square ended fabricated covers.

5.4 Vertical storage tanks.

5.4.1 Cladding applications and securement

5.4.1.1 Shell

Cladding is applied over the system of horizontal rings as follows: Overlaps in the vertical joints will be one corrugation.

Overlaps in the horizontal joints shall be 50mm (min.)

Cladding to cladding fastening, at both horizontal and vertical overlaps shall be alternately by "POP" rivets : self tapping screws at 150mm pitch.



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Cladding shall be secured to support ring by bolting . Bolts are provided by tank fabricators at 300mm centres on angles provided at every 1175 centres vertically. Felt washer , aluminium washer and nut shall be supplied by insulation contractor for all bolted connections at shell , roof and curb angle.

Insulation shall be tucked into the skirt position of the curb angle . Shell cladding and extended roof cladding shall be secured to curb angle by bolting .

Horizontal stainless steel bands over cladding to be provided every 800 mm and also to coincide at every horizontal cladding overlaps . Bands shall be tightened , locked and lock fastened featuring stainless steel fastening systems. In order to prevent sliding of the bands downwards , the bands shall be secured to the cladding using pop rivets at horizontal pitch not over 2 meters.

### 5.4.1.2 Roof

All cladding joints shall be sealed by elastomeric metal sealants. Min. 75mm overlap shall be ensured at all joints.

At all joints , cladding to cladding securement shall be provided by self-tapping screws and pop rivets alternately , every 150 centers.

Cladding shall be secured by bolting at every 300 provided by tank fabricator.

## 5.5 Horton sphere

### 5.5.1 Cladding support

Insulation contractor shall provided 25mm x 0.8 mm S.S bands over insulation and install them longitudinal from top to bottom of the sphere in such numbers so as afford a minimum spacing of 1175mm at numbers so as to afford a maximum spacing of 1175 mm at the equator. The S.S bands are spanned between four flattening rings, the one at the top and bottom of the sphere are provided after insulation is applied prior to application of cladding . Flattening rings will be constructed of 10mm diameter rods of S.S diameter of ring at the top and bottom , to be around 1.2m. Cladding support bands shall be tightened using mechanical tighteners and fastened to MS/AS angles using two S.S . Rivets or four nos. of aluminium POP rivets per angle cleat.

### 5.5.2 Cladding Application

While applying cladding , following shall be ensured : Min. overlaps both horizontal and vertical shall be 50mm.

### 5.5.3 Cladding securement and sealing of joints

All joints to be sealed using elastomeric metal sealant.

Cladding to cladding securement of vertical and horizontal overlaps shall be alternative by POP rivets and self-tapping screws, at every 150mm spacing.

Cladding shall be secured to the insulations angle support by bolting the cladding on the bolts provided at every 300pitch at every angle support . Asbestos mill board washer , aluminium washer and nut shall be supplied by insulation contractor .

Further cladding shall be secured by 25mmx 0.5 mm S.S. bands , applied identical to those for insulation securement . The bands shall be provided between two floating rings , one at the top and one at the bottom and arrangement and details shall be identical to that of insulation securement. Bands shall be secured to cladding every 2M by one S.S. or two aluminium POP rivets .While providing floating rings., for both insulation and cladding securement , following points shall be taken care of :

Floating rings shall clear nozzles / manholes etc.

Exercise extreme care while installing floating rings regarding cut outs in cladding around projections.

Cladding at interface between leg and the body of the sphere to be provided with care and suitably sealed to prevent water ingress.

**PLEASE NOTE FOR FURTHER CLARITY ABOUT HOT INSULATION PL REFER EIL STANDARD SPECIFICATION FOR HOT INSULATION OF VESSELS, PIPING AND EQUIPMENT (EIL SPECIFICATION NO: 6-44-02 REV-5) FOR DRAWINGS AND SKETCHES & OTHER DETAI**



**भाग— VII**  
**SECTION-VII**

स्वास्थ्य सुरक्षा पर्यावरण [एचएसई] विनिर्देश /

**HEALTH, SAFETY  
ENVIRONMENT [HSE] SPECIFICATIONS**



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### SECTION - VII

#### HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

##### **1. SCOPE**

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

##### **2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS**

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



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- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

### 3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

|                              |                                                                   |
|------------------------------|-------------------------------------------------------------------|
| IS: 2925 – 1984              | Industrial Safety Helmets                                         |
| IS: 47701 – 1968             | Rubber Gloves for Electrical Purpose                              |
| IS: 6994 - 1973<br>[Part-I]  | Industrial Safety Gloves [Leather & Cotton Gloves]                |
| IS: 1989 - 1986<br>[Part-II] | Leather Safety Boots & Shoes                                      |
| IS: 5557 - 1969              | Industrial & Safety Rubber Knee Boots                             |
| IS: 6519 – 1971              | Code of Practice for Selections, Care & Repair of Safety Footwear |
| IS: 11226 – 1985             | Leather Safety Footwear Having Direct Molding Sole                |
| IS: 5983 - 1978              | Eye Protectors                                                    |
| IS: 9167 - 1979              | Ear Protectors                                                    |
| IS: 3521 - 1983              | Industrial Safety Belts & Harnesses                               |



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**भाग – VIII**

**SECTION – VIII**

**PRICE BREAK UP/ BILL OF QUANTITIES  
(BOQ)**

*[Do not quote here]*



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

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**BILL OF QUANTITIES [BOQ]**

**NAME OF WORK: HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS.**

**TENDER NO:** \_\_\_\_\_

| Description                                                                                                                    | Quantity                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS | Bidder to quote the <b>total value</b> including GST in GeM portal in totality |

**NOTE:**

- I) Bidder to quote the **total value** including GST in GeM portal in totality, however the **price break-up** of the SOR to be uploaded in GeM portal as per the **Annexure “1”** below.
- II) **Total value** means Addition of all SOR items inclusive of GST.



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### Annexure-1

### Price Break-up

| Act.<br>Ln. N | Long Text/ Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | UOM | Qty    | Unit Rate | Total amount |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|-----------|--------------|
| 0010          | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 25 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2  | 75.000 |           |              |
| 0020          | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 35 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2  | 50.000 |           |              |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



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(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |         |  |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
| 0030 | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness=50 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)   | M2 | 500.000 |  |  |
| 0040 | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 75 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 100.000 |  |  |
| 0050 | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 100 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 500.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |         |  |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
| 0060 | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 125 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 50.000  |  |  |
| 0070 | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 150 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 500.000 |  |  |
| 0080 | Cold Insulation-IC, Piping Class-CS/AS/SS, Insulation Material-PUF, Insulation Thickness=200 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 500.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|--|--|
| 0090 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness=25 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 2000.000 |  |  |
| 0100 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness=35 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 75.000   |  |  |
| 0110 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness=50 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 2750.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
| 0120 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness= 75 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 900.000 |  |  |
| 0130 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness= 85 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 75.000  |  |  |
| 0140 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness= 100 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 750.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
| 0150 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness= 125 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)                   | M2 | 250.000 |  |  |
| 0160 | Insulation for Dual Temperature lines-IM, Piping Class-CS, Insulation material-Cellular Glass, Insulation Thickness= 30 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 5.000   |  |  |
| 0170 | Insulation for Dual Temperature lines-IM, Piping Class-CS, Insulation material-Cellular Glass, Insulation Thickness=50 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 5.000   |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
| 0180 | Insulation for Dual Temperature lines-IM, Piping Class-CS, Insulation material-Cellular Glass, Insulation Thickness=65 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 5.000   |  |  |
| 0190 | Insulation for Dual Temperature lines-IM, Piping Class-CS, Insulation material-Cellular Glass, Insulation Thickness=75 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 5.000   |  |  |
| 0200 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness= 150 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)                  | M2 | 700.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |    |        |  |  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|--|--|
| 0210 | Hot Insulation- IH/IT, Piping Class-CS/AS/SS, Insulation Material-Rockwool, Insulation Thickness= 200 mm (FOR PIPING, VAVLE, FLANGES, FITTINGS ETC. AS PER THE INSULATION CLASS MENTIONED IN EACH ROW. Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory works thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)                                                        | M2 | 75.000 |  |  |
| 0010 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 25 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 20.000 |  |  |
| 0020 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 50mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 20.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
| 0030 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness=75 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)  | M2 | 20.000  |  |  |
| 0040 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness=100 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.) | M2 | 100.000 |  |  |
| 0050 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 120 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles,                                                                                                                                                                 | M2 | 20.000  |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|--|--|--|
|      | equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |        |  |  |  |
| 0060 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness=155 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)  | M2 | 20.000 |  |  |  |
| 0070 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 175 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 20.000 |  |  |  |
| 0080 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 215 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise                                                                                                                                                                                                                                                                                                                                                                      | M2 | 20.000 |  |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|--|--|
|      | securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |    |        |  |  |
| 0090 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 225 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 20.000 |  |  |
| 0100 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 240 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 20.000 |  |  |
| 0110 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-PUF, Insulation Thickness= 150 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | M2 | 25.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|      | BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |       |  |  |
| 0120 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-Cellular Glass, Insulation Thickness=115 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 5.000 |  |  |
| 0130 | Cold Insulation-IC, Material- CS/AS/SS, Insulation Material-Cellular Glass, Insulation Thickness=225 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 5.000 |  |  |
| 0140 | Cold Insulation-IC, Material- AL Alloy, Insulation Material-Cellular Glass, Insulation Thickness=325 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M2 | 5.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|--|--|
|      | transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |         |  |  |
| 0150 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Rockwool, Insulation Thickness=25 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)           | M2 | 25.000  |  |  |
| 0160 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Inhibited Rockwool, Insulation Thickness=45 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 25.000  |  |  |
| 0170 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Rockwool, Insulation Thickness=50 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | M2 | 150.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------|--|--|--|
|      | coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)                                                                                                                                                                                                                                                                                                                                                                                                     |    |        |  |  |  |
| 0180 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Rockwool, Insulation Thickness=75 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)  | M2 | 25.000 |  |  |  |
| 0190 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Rockwool, Insulation Thickness=100 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 25.000 |  |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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| 0200 | Hot Insulation- IH, Material-CS/AS/SS, Insulation Material- Glass wool, Insulation Thickness=120 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)    | M2 | 25.000 |  |  |
| 0210 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Rockwool, Insulation Thickness=125 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 25.000 |  |  |
| 0220 | Hot Insulation- IH / IT, Material-CS/AS/SS, Insulation Material- Rockwool, Insulation Thickness=155 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles,                                                                                                                                                                 | M2 | 25.000 |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|--|--|
|      | equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |    |          |  |  |
| 0230 | Insulation for Dual Temperatures-IM, Material-CS/AS, Insulating Material- Cellular Glass, Insulation Thickness=65 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge)  | M2 | 5.000    |  |  |
| 0240 | Insulation for Dual Temperatures-IM, Material-CS/AS, Insulating Material- Cellular Glass, Insulation Thickness= 90 mm (For Static Equipment Shells of vertical & heads of horizontal Vessels, Columns, Exchangers, Reactors, Silencers, heaters, Storage etc. and for Rotary equipment: Providing Thermal Insulation including supply of all insulating and ancillary materials, vapor barrier, weather protective coverings, consumables and other necessary materials, testing of materials as required including transportation of materials to work site, duly inspected by 3rd party (Lloyd/BV/DNV or any other BCPL approved party) inspector at manufacturer's shop, applying insulation on surfaces as specified including all preparatory work thereon, binding, tying, lacing, stitching, and/or otherwise securing, finishing with sheet cladding as per spec, providing bolts, rivets and self-tapping screws wherever specified, end seals for flanges etc. Providing steel scaffolding, all tools, tackles, equipment etc. labor, supervision and completing the work in all respect, at all heights as per drawings, specifications and instruction of Engineer-In-Charge) | M2 | 5.000    |  |  |
| 0010 | Supply & Fixing of 0.71 MM Aluminum Cladding 22 SWG Corrugated Sheet of 32 MM 5 MM with self-tapping screw                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | M2 | 25.000   |  |  |
| 0020 | Supply & Fixing of 0.71 MM Aluminum Cladding 22 SWG Flat sheet with self-tapping screw                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M2 | 3000.000 |  |  |
| 0030 | Supply & Fixing of 1.22 MM Aluminum Cladding 18 SWG flat sheet with self-tapping screw                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | M2 | 3925.000 |  |  |
| 0040 | Supply & Fixing of 0.56 MM Galvanized Steel Cladding 24 SWG with self-tapping screw                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | M2 | 25.000   |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|--|--|
| 0050 | Supply & Fixing of 0.56 MM Aluminum Cladding/Jacket 24 SWG Flat Conforming to IS: 737 with self-tapping screw                                                      | M2  | 3000.000 |  |  |
| 0060 | Supply & Fixing of 0.56 MM Aluminum Cladding/Jacket 24 SWG Corrugated Sheet Size 32 MM 5 MM Conforming to IS:737 with self-tapping screw                           | M2  | 25.000   |  |  |
| 0070 | Supply & Fixing-24 SWG SS304 Cladding                                                                                                                              | M2  | 25.000   |  |  |
| 0010 | PROVIDING & FIXING-REFRACTORY WORKS-Supply and Fixing of Insulating Fire Bricks for Castable Refractory- Grade 26 materials for Furnaces (230 mm x 115 mm x 75 mm) | EA  | 100.000  |  |  |
| 0020 | Supply and installation of Ceramic Fibre Blankets 26 Class - 75 mm Thickness                                                                                       | M2  | 25.000   |  |  |
| 0030 | Supply and installation of Calcium Silicate Insulation Blocks (1100 Deg C, 1 m X 0.5 m X 0.05 m)                                                                   | EA  | 10.000   |  |  |
| 0040 | Supply and execution of MW Insulating Castable CL 26 as per ASTM C 401 Class G                                                                                     | KG  | 100.000  |  |  |
| 0050 | Execution of Calcium Silicate Board 1100 deg C (Supply in the scope of BCPL)                                                                                       | M3  | 15.000   |  |  |
| 0060 | Execution of Silicon Coated Fibre Glass Cloth (Supply in the scope of BCPL)                                                                                        | M3  | 15.000   |  |  |
| 0070 | Providing & fixing of Inspection Pocket-Size 100mm X 100mm                                                                                                         | NOS | 1000     |  |  |
| 0080 | Providing & Fixing of Inspection Pocket-Size 100mm x100mm                                                                                                          | NOS | 750.000  |  |  |
| 0090 | Providing & Fixing of Inspection Pocket-Size 150mm x150mm                                                                                                          | NOS | 1000.000 |  |  |
| 0100 | Removal of Old RockWool/Glasswool                                                                                                                                  | M3  | 500.000  |  |  |
| 0110 | Removal of Old PUF/Cellular Glass                                                                                                                                  | M3  | 500.000  |  |  |
| 0120 | Removal of Refractory from any Height                                                                                                                              | TO  | 50.000   |  |  |
| 0130 | Removal of Old Ceramic Blanket                                                                                                                                     | M3  | 50.000   |  |  |

TENDER NO: BCPL/C&P/LE23W135BB/02964 FOR HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS..



# ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

|      |                                                                                                     |    |         |  |  |
|------|-----------------------------------------------------------------------------------------------------|----|---------|--|--|
| 140  | Removal of Old AL/GI Cladding                                                                       | M3 | 1000    |  |  |
| 150  | TURBINE INSULATION: Thickness 70 MM                                                                 | M2 | 150     |  |  |
| 160  | Supply and wrapping of Ceramic Rope over SS/CS Impulse Tubing/Piping without cladding               | IM | 100     |  |  |
| 0170 | Supply and wrapping of Ceramic Rope over SS/CS Impulse Tubing/Piping with Aluminium Cladding 24SWG. | IM | 25.000  |  |  |
| 0180 | Supply and application of Heat Transfer Cement                                                      | KG | 25.000  |  |  |
| 0190 | Fire Proofing- Supply and Execution of Isolatek Type M-II Material                                  | KG | 25.000  |  |  |
| 0200 | Turbine insulation rockwool CAT-9 70MM                                                              | M2 | 100.000 |  |  |
| 0210 | Turbine insulation rockwool CAT-9 85MM                                                              | M2 | 400.000 |  |  |
| 0220 | Turbine insulation rockwool CAT-9 150MM                                                             | M2 | 75.000  |  |  |
|      | Total amount without GST                                                                            |    |         |  |  |
|      | GST @ .....                                                                                         |    |         |  |  |
|      | Total amount inclusive of GST                                                                       |    |         |  |  |

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**CUT-OUT SLIPS**

**ENVELOPE – (I): "BID SECURITY / EMD & TENDER FEE /, POWER OF ATTORNEY AND INTEGRITY PACT ANY OTHER TENDER DOCUMENTS"**

**DO NOT OPEN**

**SUB: HIRING OF SERVICES TOWARDS INSULATION REPAIRING AND MAINTENANCE WORKS FOR ALL THE UNITS OF BCPL FOR A PERIOD OF TWO (02) YEARS.**

**TENDER NO.: \_\_\_\_\_**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**

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

**FROM:**



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD & TENDER, POWER OF ATTORNEY, INTEGRITY PACT AND ANY OTHER TENDER DOCUMENTS**