



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150266/ND

Date: 26/03/2016

To,

**BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR
MECHANICAL MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL,
LAKWA**

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609/611*

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

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

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

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SECTION IA**REQUEST FOR QUOTATION (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system for **ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA**, as detailed below in complete accordance with enclosed tender document:

1) **SALIENT FEATURES OF BID DOCUMENT:**

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150266/ND
1.2.3	Bid documents available on Website & BCPL office	From 9.00hrs on 26/03/2016 on www.bcplonline.co.in and www.gaitenders.in .
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-SECTION III of tender
1.2.4	Pre-Bid Meeting	02/04/2016 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	15/04/2016 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	15/04/2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 1,49,000/-(Rupees One lakh forty nine thousand only)
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Neeta Dutta, Dy.Manager (C&P) E-mail: neeta.dutta@bcplindia.co.in Ph. No. +91-373-2914611/09

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

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

The un-priced bid must be complete with all technical and commercial details other than rate along with the following documents.

- i) EMD/Bid security.
- ii) Power of Attorney.

UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender.

EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 4 of RFQ of Tender Document]

It should contain only the “ EMD/BG” and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the un-priced bid.

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

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

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

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

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

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

2) BIDDER’S ELIGIBILITY CRITERIA

2.1. TECHNICAL CRITERIA:

EXPERIENCE CRITERIA:

The bidder must have executed/completed at least one single work(s) /service(s) order valuing not less than the value mentioned below for providing any one of following jobs:-

i) “Mechanical Maintenance Jobs”

And /or

ii) “Mechanical Jobs during post construction/pre-commissioning /commissioning/shutdown/annual turnaround”

And /or

iii) “Mechanical Construction Jobs.”

in Hydrocarbon sector (Refineries/ Petrochemicals/ Gas Processing-Onshore/ Fertilizers/ Gas or Oil Terminals/ Natural Gas Compressor stations) or Power Plants (Gas based/ Coal Based/ Naphtha Based) or Chemical Plants, of value not less than Rs. 32,50,000/- (Rupees Thirty Two Lakhs fifty thousand only), exclusive of taxes, in preceding seven years reckoned from the due date of submission of bid.

Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above.

- a) Copies of Work Order/Service Orders issued by client/authorized consultant duly certified by Chartered Engineer and attested by Notary Public with legible stamp.
- b) Copies of Completion/Execution Certificate in respect of Work/Service Order mentioned above duly certified by Chartered Engineer and attested by Notary Public with legible stamp.
- c) The Completion Certificate/Execution Certificate /Client Certificate must clearly indicate the following
 - i) Full address of Client/authorized consultant /officer issuing certificate.
 - ii) Reference of relevant work order
 - iii) Actual value of executed work
 - iv) Date of actual completion, successful execution of works.

Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.

NOTE:

1. Experience acquired by a bidder as a sub-contractor is not acceptable.
2. In case of running contract and contract value executed till one day prior to the due date of submission is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted work execution certificate to this effect issued by end user/owner along with the order copies. The execution certificate shall have details like work order no. /date, brief scope of work, ordered & executed value of the job etc.
3. However, Bids of Joint Venture/Consortium not acceptable.
4. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
5. For experience based on composite works:

In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation. In such case, the bidder should certify the execution of the qualifying works, duly certified by chartered engineer and attested by Notary

public, and should provide the copy of the final bill clearly indicating the execution of the works of qualifying nature, in proof of the self-certification.

*All document(s) in support of Technical Criteria of Bid Evaluation Criteria (BEC) (i.e., Work order & completion / execution certificate by Owner/ End user) to be furnished by the bidders, shall necessarily to be certified /attested by **Chartered Engineer** and **notary public** with legible stamp.*

2.2. FINANCIAL CRITERIA:

1. The minimum annual turnover achieved by the bidder as per the audited financial results during any one of the three immediate preceding financial years shall be Rs.37 lakhs .
 2. The financial Net Worth of the bidder should be positive as per the latest Audited Financial Statement.
 3. The Minimum working capital of the bidder as per immediate preceding year's audited financial results shall be Rs. 7.2 lakhs .If the bidder's working capital is inadequate the bidder should supplement this with a letter from bidder's bank, having a net worth not less than INR 100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital requirement.
- Bidder shall submit details of Financial Capability of bidder in the prescribed format (Annexure Z) duly signed & stamped by Chartered accountant.
 - Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.
- The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.*

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

3) TECHNICAL SPECIFICATION :

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

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 1,49,000/-(Rupees one lakh forty nine thousand only). For details refer point no. 6 of General Condition of Contract - of tender

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.
- The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the

proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
4. The statutory variance in Excise duty +Ed Cess , Cst, Vat ,if any applicable on finish goods or Service tax on service contract within the contractual delivery period shall be to purchaser's account against submission of the documentary evidence .However , any increase in the rate of these taxes and duties beyond the contractual completion period shall be to seller's account . Any decrease in the rate of taxes & duties shall be passed on the purchaser.

6) SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-

up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.

- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

7) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

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

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

The MSEs owned by SC/ST entrepreneurs shall mean:

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

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

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

8) PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the Format F8 of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

9) PRICE BASIS:

FOT Site basis

10) VAT / CST No.:

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

11) SECURITY DEPOSIT:

7.5 % of one year contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

12) GENERAL

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

- Bid sent through other than Courier/post/personal delivery shall not be accepted.
- Tender Fee: not applicable
- Bidder may download the tender documents from GAIL's or BCPL's website. If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed

13) INSURANCE:

As per tender

14) FIXED PRICE:

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

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

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

16) REJECTION CRITERIA:

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD/Bid Bond
- iii) Scope of work
- iv) Technical Specifications
- v) Price Schedule
- vi) Delivery / Completion Schedule
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Guarantee/Warranty Clause
- xi) Force Majeure
- xii) Applicable Laws
- xiii) non submission of TECHNICAL QUESTIONNAIRE CUM VENDOR QUALIFICATION SHEET as per section : III

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

17) ORDER OF PRECEDENCE:

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

- i) Special conditions of contracts
- ii) RFQ Covering Letter
- iii) Instruction to Bidders
- iv) General conditions of contracts

- 18) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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

Consignee Address:

Office of the Dy. General Manager (C&P)
Administrative Building ,Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914611/609

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

Yours faithfully,

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

Neeta Dutta

Dy. Manager (Contracts & Procurement)

E-Mail: neeta.dutta@bcplindia.co.in

Ph no: 0373-2914611

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150266/ND

ITEM: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 15/04/2016
Date and time for opening of bids: 15.00 hrs (IST) on 15/04/2016

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914611
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 2.0 of RFQ

4. One Bid per participates

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

5. Cost of Bidding

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

6. Site Visit

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

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the

bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

7. Service Tax

Please Refer Clause No 6 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. Schedule of Rates (SOR)

Section V. General Conditions of Contract

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

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the

source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

iii) Bidder's general details/information as per format F-1.

iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

v) A Bid Form as per format F-2.

vi) Copies of documents as required in F-3

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

viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.

ix) Bid security in accordance with Clause no 4 of RFQ & Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4.

x) F 11 , Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.

xii) Confirmation of no deviation as per Format F-6.

xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.

xiv) Current commitments strictly as per format F-9.

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

xvi) Organization details:

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

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

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

xvii) Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

17. Pre-Bid Meeting

Refer Clause no 10 of RFQ --**SECTION IA** of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

25.5 In case after price bid opening the lowest evaluated bidder (L-I) is not awarded the Job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof

leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participating in re-tendering of the same job(s)/item(s).

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unprice Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

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

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

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

A material deviation or reservation is one

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

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

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

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

30. Correction of Errors

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

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

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

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

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

30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties, service tax and education cess thereon.

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 11 of Request for quotation & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

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

42 Misc.

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

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

43 Performance Rating & Evaluation:

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

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

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

Very good

Good

Fair

Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i. Rejection / Defects Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases. 10 Marks

ii. When quality failure endanger Failure of severe nature 0 Marks

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

1.3 RELIABILITY OF PERFORMANCE

20 Marks

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

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

1-11 Whether Supplier / Manufacturer _____
 Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

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

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

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

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

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609

Dear Sir,

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

We confirm that this bid is valid for a period of Four (4) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

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

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

SEAL AND SIGNATURE
DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.-----

Bank Guarantee No.-----

Date-----

To
 Brahmaputra Cracker & Polymer Ltd.
 Main Fire Station Building, BCPL Project Site,
 Lepetkata-786006, Dibrugarh
 Assam

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----
 M/s-----having their
 Registered/Head Office at----- (hereinafter called
 the Bidder) wish to participate in the said tender for-----

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

We, the -----Bank at-----
having our Head Office -----

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on
 this -----day of -----2013 ----- at --

WITNESS :
 (SIGNATURE)
 (NAME)

(SIGNATURE)
 (NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp
 Attorney as per
 Power of Attorney No.
 Date : _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:

Date:

Yours faithfully,
 (Signature of Authorized Signatory of Bidder)
 Name:
 Designation:
 Seal:

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

(Signature of Authorized Signatory of Bidder)
Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91 373 291461

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDER

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

To:

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

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default. The said-----has approached us and at their request and in consideration of the premises we having our office at ----- have agreed to give such guarantee as hereinafter mentioned.

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

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

B) Details of Contact person:

(i) Postal Address : _____

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

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

Reasons for non-submission of bid :

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Place: _____

Date : _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

ANNEXURE - Z

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT(CURRENCY)
Year1:	
Year2:	
Year3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.

For the purpose of this Tender document. (i) Annual Turnover shall be “sale value/Operating Income “(ii)Working Capital shall be “Current Assets less Current liabilities “ and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus

CONSENT LETTER ON GENERAL CONDITIONS OF CONTRACTS

Tender No:

Dated:

Dear Sir,

In reference to the Tender number _____, Dated _____,
I/we have read the following Conditions of Contract as per the list below (Strike out
whichever is/ are not applicable in the list) which is available in the BCPL website and I/
we have agreed to all the conditions as printed in the Contract/s in entirety
unconditionally.

- » GPC Overseas (OEM Proprietary)
- » GPC Domestic (OEM Proprietary)
- » GCC Goods
- » GCC Contracts

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

Thanking you,

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

ANNEXURE-I

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED	
		YES	NO
1.	Have you enclosed the duly certified by Chartered Engineer and notary public with legible stamp the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.		
2	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "Brahmaputra Cracker & Polymer Ltd." Payable at Dibrugarh.		
3	Have you enclosed Authority Letter/Power of Attorney for submission of Tender and Integrity pact.		
4	Have you enclosed No deviation form, duly filled signed & stamped.		
5	Have you enclosed complete tender duly signed & stamped.		
6	Have you enclosed Copy of PAN card		
7	Have you enclosed Bidders General Information (F-1)		
8	Do you confirm that you will submit the cenvatable invoice if you get order.		
9	submission of TECHNICAL QUESTIONNAIRE CUM VENDOR QUALIFICATION SHEET as per section : III		

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .
Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.
Clauses confirmed hereunder should not be repeated in the Bid.

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

13		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
14		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Indicate Name & Contact EMail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
23		submission of TECHNICAL QUESTIONNAIRE CUM VENDOR QUALIFICATION SHEET as per section : III	

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

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

SPECIAL CONDITION OF CONTRACT

SCC: Part -A

1.0 GENERAL:

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

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

2.0 LOCATION:

Refer SCC-Part B

3. SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per (SCC) **Part-B**.

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

As per RFQ

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value excluding taxes & duties has to be deposited within 15 (FIFTEEN) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.

11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

- 12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

- 14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and
- 14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.
- 14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC & SCC part-B

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

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

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

compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.

- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.

- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

- 33.6 The venue of arbitration shall be Guwahati.

- 33.7 The award of the Arbitrator shall be final and binding on both the parties.

- 33.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

38.1 SUB LETTING OF WORK:

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

38.2 AFFIDAVIT:

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

SPECIAL CONDITIONS OF CONTRACT (PART – B)

ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA.

2.0 SCOPE OF WORK FOR CONTRACTOR:

2.1 LOCATION OF WORK:

The contractor has to execute the maintenance jobs of mechanical nature including modification jobs in C2+ recovery Plant at BCPL, Lakwa and other related facilities/ auxiliaries as per SOR items and as per instructions of 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 / plant of BCPL on same rates, terms and conditions. The detailed scope of work of contract (ANNUAL RATE CONTRACT FOR MECHANICAL MAINTENANCE IN C2+ RECOVERY PLANT AT BCPL, LAKWA) is as per **ANNEXURE-I**.

2.2 WORK PROCEDURES:

- 2.2.1 The SOR jobs have to be carried out as per standard maintenance/ engineering practices and as per instructions of 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.
- 2.2.2 Contractor shall start the job after getting intimation from EIC/Representative of EIC. Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of Engineer-in-Charge. In case of any unforeseen situation Job can be stopped midway only after getting permission from EIC. 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.
- 2.2.3 The Contractor has to generate document and maintain record of executed jobs (SOR item wise) and take signature of the concerned Engineer for completion of the job on Daily Activity Report/ "Work Intimation slip"/ in the format introduced by EIC from 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.
- 2.2.4 The execution of the work may continue 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 Brahmaputra Cracker & Polymer Limited (hereinafter referred as BCPL) to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account.
- 2.2.5 For all the jobs, the transportation of equipment's /spares/consumables/ piping materials/structural materials from main store (C&P)/unit store to site and from one unit to the other, and from point to point, shall be in the scope of the contractor and contractor shall not be paid for these jobs separately.

- 2.2.6 For all the jobs the cutting of gaskets/gland packing /preparation of 'O' rings /Packing's etc., if required to execute the job, shall be in the scope of the contractor and contractor shall not be paid for these jobs separately.
- 2.2.7 For all the jobs of rotary equipment's, taking the alignment readings before any maintenance shall be in the scope of the contractor and contractor shall not be paid for this job separately.
- 2.2.8 The jobs which are not covered under SOR shall have to be carried out by contractor as per instruction of EIC. Such jobs shall be carried out by contractor as per Manpower rate as specified in SOR item no under B.
- 2.2.9 For all the jobs the Hydro-testing and pneumatic testing of piping/Equipment's etc., if required, with necessary arrangement i.e. pumps /equipment's/High pressure Hydraulic and pneumatic Hoses etc. shall be under contractor's scope and contractor shall not be paid for these jobs separately.
- 2.2.10 Shifting of items for maintenance/ repair/ machining/ welding etc. for completion of the respective SOR item shall be in contractor's scope and contractor shall not be paid for shifting of items separately.
- 2.2.11 Lifting, shifting & lowering of equipment's on the equipment's foundation or taking away the equipment from foundation/skid to any other place like workshop or any other suitable location for purpose of maintenance/repair as per site engineer's Instruction shall be in contractor's scope and contractor shall not be paid for these jobs.
- 2.2.12 Shifting of any materials like-spares, equipment, piping's structural etc. for repairing/modification/development from work location to workshop and bring back the same shall be in the scope of contractor. Sending sample to workshop and bringing any newly made spares/piping-structural materials from workshop shall also be in the scope of contractor.
- 2.2.13 Any SOR job shall be deemed completed only after successful trial including leak testing and cleaning of the area up to the satisfaction of EIC. Job shall be considered as incomplete if the quality of the job is not up to the satisfaction of EIC. In case of repetition of the jobs due to poor workmanship/negligence at contractor side the same shall be carried out by the contractor without any additional cost implication to BCPL
- 2.2.14 Contractor has to ensure cleaning of fasteners and greasing whenever and wherever opened, before boxing up .No extra amount shall be paid for this job.
- 2.2.15 Cleaning of the area/equipment after completion of SOR jobs and shifting of scraps from job location to nearest scraps bin 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, the job shall not be considered at all for certification.
- 2.2.16 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 "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.

2.3 TOOLS, TACKLES, MACHINERY, CONSUMABLES:

- 2.3.1 The contractor shall always keep available the required tools and tackles, welding / grinding machines, hydro-testing equipment's, Gas cutting arrangements, lifting tools, all consumables like welding electrodes, DA & Oxygen cylinders, Argon Cylinder, Grinding wheels, cables, regulators, and other material as may be considered necessary by the ENGINEER-IN-CHARGE for timely and efficient performance of the jobs as spelt out in the scope of work.
- 2.3.2 Contractor has to ensure availability of welding consumables for meeting plant requirement. However in case of emergency electrodes/ filler wires/ consumables can be provided by BCPL, if available, total cost borne by BCPL towards procurement of these electrodes plus 15% shall be deducted from contractor's bill.
- 2.3.3 The tools, machineries and consumables envisaged for the execution of the SOR items are indicated in the Annexure – II and all these items are to be arranged & made available by contractor at site/contractor's site store. The tools mentioned in Annexure – II are only indicative and not exhaustive. The contractor shall also arrange any other tools / tackles other than specified in BCPL's scope and not mentioned in Annexure – II, but required for execution of SOR items. In case of any delay in job execution due to non-availability of above mentioned items, contractor will be held responsible.
- 2.3.4 Contractor is required to keep all the measuring tools calibrated from time to time from the NABL certified laboratories at his own cost as per ISO – 9001 requirements. Incase party fails to submit proof of calibration of measuring tools within 15 days from mobilization at site an amount of Rs 500/- per day shall be penalized and same shall be deducted from the contractor's bill. On expiry of validity of these certificates during contract duration, a deduction @ Rs. 500 per day shall be made from the date of expiry of validity till the date of revalidation.
- 2.3.5 Laying of cable and other accessories required for fabrication jobs i.e. welding, grinding, drilling etc. and office connection is to be arranged by contractor.
- 2.3.6 The contractor has to use lifting devices duly tested and certified by the competent person / agencies approved by Chief of Factories , Assam as per section 28 / 29 of Indian factories act 1948 (Rule 2A, of the Assam Factories Rules – 1950) . All statutory clearances relating to lifting device are to be made available at site. Incase party fails to submit proof of appropriate test certificate of lifting tools within 15 days from mobilization at site an amount of Rs 500/- per day shall be penalized and same shall be deducted from the contractor's bill. On expiry of validity of these certificates during contract duration, a deduction @ Rs. 500 per day shall be made from the date of expiry of validity till the date of revalidation.
- 2.3.7 Contractor has to ensure separate technician tool box with necessary tools /safety device/measuring instrument as indicated in Annexure-II.

2.3.8 Tools and tackles mobilized by the contractor shall be inspected by BCPL personnel quarterly. A clear record of all tools tackles shall be maintained by the contractor for inspection. All measuring tools & tackles shall be properly tagged for easy identification. Abnormalities observed during the inspection shall be made up by the contractor within reasonable time.

2.3.9 The stores of the contractor can be checked by Engineer-In-Charge or his authorized representative for any unauthorized material not passed from the main gate or cross check the materials to ensure availability of required tools and tackles.

2.4 MANPOWER (ALL CONTRACTOR EMPLOYEES) RELATED CLAUSES:

2.4.1 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company's/ agency's name with specific color along with safety shoes and helmets. The use of uniform / protective clothing is a must for each workman at site.

2.4.2 Employees/ workmen of contractor shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum. They shall be medically fit and fully competent to perform the work.

2.5 Experiences and qualifications:-

2.5.1 All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified.

MWF, fitters and Welders should preferably be ITI passed in respective trades with minimum 5 years of experience in respective field . However, persons with exceptional skill & experience of minimum 10 years & not having ITI qualification may be considered for deployment.

Supervisor: The contractor shall depute a Graduate with minimum 2 years of relevant experience or Diploma holder with minimum 5 years of relevant experience for the contract period, who will be its site in charge.

Rigger, Grinder, Cutter & Helper should have minimum experience of 5, 5, 5, and 2 years respectively.

The contractor shall submit details of experience of workmen while submitting requisition for new gate pass.

2.5.2 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their not having appropriate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by "ENGINEER-INCHARGE", the same shall have to be arranged by the contractor within 24 Hours or as per instruction of "ENGINEER-IN-CHARGE". In case of any dispute the decision of "ENGINEER-INCHARGE" shall be final and binding

2.6 Manpower Requirement:

- 2.6.1 For catering the shift assistance requirements of SOR# A1 TO A3, the one SOR quantity requires services/deployment of one machine fitter, one rigger and two helpers. However, based on the requirement of the plant, EIC/BCPL at its own discretion may increase or, decrease the requirement of manpower in a particular shift and contractor will have to deploy the manpower accordingly. In any case payment will be made as per the measurement and payment methodology described.
- 2.6.2 The Contractor is required to keep adequate resources to cater the requirements of the plant. It is envisaged that in order to cater the SOR item jobs of SOR # C to F, in general, Contractor may have to carry out simultaneously four jobs at different location in general shift. Further it is envisaged that the gang of worker for carrying out the job in plant at one location shall in general be consist of proper category of manpower like one MWF/Fitter, one or two Rigger and One or two helpers depending upon the nature of the job along with dedicated tools and tackles.
- 2.6.3 The contractor is required to keep at least one dedicated fabrication gang (which in general will include one fitter, one welder, one gas cutter, one grinder, one rigger and two helpers) with all required machines, tools, tackles and consumables.
- 2.6.4 The required manpower as mentioned above is indicative only. However the contractor shall be required to deploy additional resources as per need of the job. Also during the breakdown / shutdown / Annual Turnaround of the plant the need of man-power and tools-tackles will be much more and contractor shall be required to arrange additional man-power and tools-tackles as per instructions of Engineer-In-Charge at a short notice. In case of any delay in job execution due to non-availability of required manpower, contractor will be held responsible.

2.7 Supervisors/Safety officers:

- 2.7.1 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.
- 2.7.2 However, depending on job requirement esp. during breakdown / shutdown / turnaround the number of supervisors may have to be increased as per advice of EIC.
- 2.7.3 For over-all supervision, the contractor shall depute a Graduate with minimum 2 years of relevant experience or Diploma holder with minimum 5 years of relevant experience for the contract period, who will be its site in charge.
- 2.8 The contractor shall employ such workers who are above 18 years of age.
- 2.9 Transportation of contract employees to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard.
- 2.10 The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.
- 2.11 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and meet all statutory obligation of payment as per minimum wages act. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor

3 SITE OFFICE:

The contractor has to maintain his site-office at his own cost. Space for site office shall be provided by BCPL.

4 SCOPE OF SUPPLY BY BCPL:

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

- 4.1** Spare parts for the execution of SOR items, shall be in the scope of BCPL
- 4.2** All piping material, valves, pipe fittings, structural materials, Plates, etc. required for execution of work, shall be in the scope of BCPL
- 4.3** All hardware e.g. Nuts, Bolts, Studs, Washers, Gaskets, gland packing etc. diesel, Cleaner, penetrant (except that for DP test), markin cloth, cotton waste, valve lapping compound, Lube Oil, Grease, Sealing pastes , etc. shall be in the scope of BCPL.
- 4.4** Plugs for heat exchanger for tube plugging shall be in the scope of BCPL.
- 4.5** Machining jobs, radiography, pre & post weld heat treatment, if required, shall be in the scope of the owner.
- 4.6** As per job requirement, special tools like Hydraulic Torque Wrench, Pneumatic Torque Wrench, Torque wrenches, Hydraulic flange spreaders, special non-sparking tools, special tools for compressor, Turbine, and other rotary equipment's, Boro-scope and other special tools /devices etc. shall be in the scope of BCPL.
- 4.7** Heavy equipment like Crane, Tractor Trailer, Hydra, Fork- lifts etc. shall be provided by BCPL free of cost, if available, for smooth execution of SOR items whenever required.
- 4.8** Space for fabrication yard shall be provided BCPL free of cost. However after expiry of the contract, the contractor shall demolish his office & clean the area to the satisfactions of ENGINEER-IN-CHARGE at his cost.

5 UTILITY SUPPLY BY BCPL:

- 5.1** 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
- 5.2** 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.
- 5.3** 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 cost.
- 5.4** Intercom telephone facility can be provided to contractor at a particular point as per convenience of BCPL. The contractor has to make his own arrangement to use the same at work site by extending cable, etc. as per requirement

6 SAFETY, SECURITY RELATED CLAUSES:

- 6.1 The contractor shall provide personal protective equipment's including Cotton cloth uniform with specific color, safety shoes, safety helmet, Welding goggles, Grinding goggles, hand gloves, safety belts, safety net and rope ladders etc. as per prevailing safety norms, to all the personnel deployed for the execution of the SOR jobs. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 6.2 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms/dungaree embroidered with company's/ agency's name with specific colour along with safety shoes and helmets. The use of uniform / protective clothing is a must for each workman and supervisor working on the roll of the contractor.
- 6.3 A proof for purchase and distribution of protective clothing's (cotton uniforms/dungarees), safety shoes (two pairs of cotton uniforms/dungarees, two pairs of socks and one pair of safety shoes per year) and other safety kit and liveries (in terms of the safety provision under factories Act 1948, any other Acts or any provision indicated elsewhere in this document shall be submitted by the contractor.
- 6.4 In case, the contractor fails to provide above protective clothing's, safety shoes (two pairs of cotton uniforms/dungarees, two pairs of socks and one pair of safety shoes per year) and other safety kit and liveries (in terms of the safety provision under factories Act 1948, any other Acts or any provision indicated elsewhere in this document) BCPL shall provide the same and deduct the amount incurred for the same with 15% additional amount as overhead charges.
- 6.5 Special safety equipment like breathing apparatus, gas masks etc. shall be provided by BCPL. Eyes protection kits will also be provided by BCPL, whenever required. Contractor will be responsible for accounting of the same.
- 6.6 All jobs are to be carried out under "Permit system" on receipt of the intimation from S/I or site engineer .The contractor has to cross check for ensuring availability of "Safety work permit" duly signed by process/safety personnel with mechanical S/I or site engineer before starting the jobs. The contractor has to comply all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "ENGINEER-IN-CHARGE". Contractor shall intimate the concerned S/I of site engineer after completion of job. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 6.7 Contractor shall maintain first aid facility for his employees, however first aid available with BCPL will be provided by BCPL if available. Remaining expenditure towards treatment of contractor's employee will be borne by contractor.
- 6.8 The Contractor shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss BCPL will not be held responsible.
- 6.9 All the employee of contractor should observe the security and safety related rules and regulations introduced from time to time by BCPL, Lakwa management.

7 PENALTY CLAUSE FOR SAFETY VIOLATION

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

- 7.1** 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.
- 7.2** 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.
- 7.3** In case of further violation, punitive fines will be imposed on Contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.10,000/- and in multiple of Rs.10,000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.
- 7.4** In case of consistent violation of safety rules & regulation by contractor, BCPL reserves the right to take suitable action against contractor including forfeiture of security deposit and termination of the contract and upon such termination the BCPL shall have the right to remove the contractor's materials from site.

8 PENALTY/TERMINATION CLAUSE FOR NON PERFORMANCE, IF ANY:

- 8.1** 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 particular month plus actual cost of equipment damaged as per the discretion of the "ENGINEER-IN-CHARGE".
- 8.2** The contractor shall ensure the proper handling of the spares, special tools, facilities provided by BCPL. If any damage and breakage is found the cost of the items plus 15% overhead shall be back charged to the contractor from his Running bills.
- 8.3** 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.
- 8.4** 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.
- 8.5** 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.
- 8.6** EIC at it's 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.

8.7 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.

8.8 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

9 TERMS OF PAYMENT:

9.1 The Measurement of Work and payment thereof will be done as deliberated in measurement and payment methodology.

9.2 Contractor is required to submit monthly running bills in quadruplicate to ENGINEER-IN-CHARGE along with the copies of separate measurement sheets of executed jobs during previous month by first week of every month, for job certification and payment. The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.

9.3 The payment shall normally be made within thirty days of submission of bill to ENGINEER-INCHARGE by Finance Department after statutory deductions.

9.4 In case of any damage to BCPL's property occurs during the execution of work due to contractor or of his employees, deduction will be made from the total claims according to the total evaluated cost of the damaged article. The evaluation of the damage will be done at the sole discretion of BPCL as decided by the ENGINEER-IN-CHARGE.

9.5 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.

9.6 Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.

9.7 No mobilization advance shall be paid.

9.8 In no case payment of the bills shall be made if the jobs are not certified by the site engineer from time to time.

10 DOCUMENTS TO BE ATTACHED WITH BILL:

Following documents are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/Central agency of BCPL from time to time during execution of contract shall be binding on the contractor:

DOCUMENTS TO BE SUBMITTED WITH MONTHLY BILL		
Sl. No	Document	PERIODICITY
01	Copy of labour license (applicable, if contract engaging more than 20 workers)	With first bill
02	Copy of comprehensive insurance cover (policy/Workmen's Compensation Policy, whichever applicable)	With first bill
03	Copy of Contract Agreement	With first bill
04	Gate Pass Details	Every month
E	Contractor has to maintain registers under Contract Labour (R&A) Act, 1948 like:-	
E.1	Register of workmen employed by contractor in Form XIII,	Every month/ Regular maintenance
E.2	Muster Roll in Form XVI	Every month/ Regular maintenance
E.3	Register of Wages in Form XVII	Every month/ Regular maintenance
E.4	Register of Deduction in Form XX	Every month/ Regular maintenance
E.5	Register of Fines in Form XXI	Every month/ Regular maintenance
E.6	Register of advance in Form XXII	Every month/ Regular maintenance
E.7	Issuance and maintenance of Wage Slip in Form X	Every month/ Regular maintenance
E.8	Issuance of valid identity Card by the contractor in Form XIV	Every month/ Regular maintenance
F	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable	
F.1	Copy of PF Registration letter from RPFC	One time
F.2	PF Challan,	Every month
F.3	Copy of ECR(Electronic challan cum return)	Every month
F.4	Form 23,	Every month
F.5	Form 11 Declaration under EPF Act	Every month
G	Copy of wage register duly certified by authorized representatives of the contractor and BCPL certificate as " Certified that the amount shown in the column no..... has been paid to the workman concerned in the presence on (date) at.....(place)	Every month
H	If wages are paid through bank, copy of bank statement duly certified by Bank of previous month	Every month
I	Copy of Electronic Challan cum Return(ECR) for proof of PF contribution deposit/ remittance along with the details of employees showing PF Account contribution of employee and employer etc.	Every month
J	Copies of Forms under Factories Act, 1948	
K	Form 12(Register of Adult Worker)	Every month
L	Form 14(Register of Leave with Wages)	Every month
M	Form 15(Leave Book)	Every month
N	Form 16(Nomination form)	one time

DOCUMENTS TO BE ATTACHED WITH FINAL BILLS		
Sl.No	Document	PERIODICITY
a	Copy of Certified Wage register (Certified from and Contractor) for the total contract period.	With Final bill
b	Copy of labour License (If, applicable)	With Final bill
c	Copy of Work Order	With Final bill
d	Copy of Work Completion Certificate	With Final bill
e	EPF Challans	With Final bill
f	Copy of PF Slips in Form 23	With Final bill
g	Copy of ECR	With Final bill
h	Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him.	With Final bill
i	No dues certificate from the contractor.	With Final bill
j	Indemnity Bond of Rs. 100/- duly notarized from Notary indemnifying BCPL from all the liabilities the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance and other payments etc.	With Final bill

11 MOBILIZATION PERIOD:

The work covered by this contract shall be commenced within fifteen (15) days from the date of FOI/LOI.

12 CONTRACT PERIOD/EXTENSION OF CONTRACT PERIOD :

12.1 The initial period of the contract shall be One year i.e. 12 months from the date of issuing the LOI/LOA which is further extendable to another 03 Months based upon the performance of the contractor (if required) on same rates, terms and conditions at sole discretion of BCPL.

12.2 The decision of the “ENGINEER-IN-CHARGE” regarding extension of the contract shall be final and binding on the contractor

13 DEFECT LIABILITY PERIOD:

The Defect Liability Period is not applicable for this contract.

14 SCHEDULE OF RATES & QUANTUM OF JOBS:

14.1 The quantities shown in schedule of rates are for the mechanical maintenance tentative only, payment shall be made only for the actual jobs carried out, duly certified by the ENGINEER-INCHARGE. BCPL does not give any guarantee regarding quantum of jobs. The decision of “ENGINEER-IN-CHARGE” regarding operating the schedule of quantities shall be final and binding to the contractor.

14.2 The rates mentioned in the schedule of rates shall include the cost of the consumables, scaffolding, manpower, all tools, contractor’s supervision, transportation, overheads, profits, all consumables, all

temporary and ancillary works/construction including enabling works connected with the works, taxes, duties, levies, sales tax, statutory payments, license fee etc. imposed by Govt. of Assam in works contracts etc. The rates shall remain firm for entire duration of contract including extended period also.

14.3 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.

14.4 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.

15 INSURANCE & DAMAGE TO PROPERTY:

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 immovable during execution of work, the same will be made good by the contractor.

16 MINIMUM GUARANTEED AMOUNT:

The minimum guaranteed amount is not applicable for this contract.

17 OTHER CLAUSES:

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

17.2 In case of any accident resulting in any injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount etc. to the person injured / next Kith & Kin of the deceased. Contractor shall indemnify Brahmaputra Cracker & Polymer Ltd. from all such liabilities.

17.3 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor / contracting firm shall get examined his employees/workers through a Government Doctor before deployment.

17.4 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

17.5 The contractor/contraction firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any court, Competent Authority/Statutory Authorities against any act or acts of the contractor /contracting firm or his workers.

17.6 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

17.7 The persons to be deployed should be on rolls of the contractor/contracting firm.

- 17.8** The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor / contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 17.9** The supervision of the personnel shall be done by the contractor/ contracting firm through their authorized representative and the name of the supervisor shall invariably be intimated to the Engineer-In-Charge at the commencement of the contract.
- 17.10** The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 17.11** Subletting of work without prior written permission of BCPL. No contractor / contracting firm shall sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. Company, etc. without prior written permission of BCPL.
- 17.12** The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), Dibrugarh, if engages 20 or more workmen / labours.
- 17.13** The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional / Assistant Labour Commissioner (Central), Dibrugarh from time to time. The Engineer In charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
- 17.14** The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.
- 17.15** The contractor/contracting firm shall be required to deposit contribution towards Provident Fund, Pension, ESI, If applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-Charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deduction along-with penalty as per the provisions of the applicable Act.
- 17.16** The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (regulation of Employment and Conditions of Service) Act,1979 if he deploys and engages labours from states other than Assam.
- 17.17** The contractor / contracting firm shall strictly comply with the various provisions of Payment of Wages Act,1936, Workmen's Compensation Act, 1923, Minimum Wages Act, 1943, Contract Labour (Regulation & Abolition) Act, 1970, Employees " Provident Fund and miscellaneous Provisions Act. 1952, etc. and other labor legislations as in existence (at present in India) and as amended from time to time.
- 17.18** The contractor shall be required to furnish proof/copies of forms/returns as per the checklist (clause no. 10 above) every month along with the monthly bills to the Engineer –In- Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.

- 17.19** At the time of closing of contract/submission of final bill, the contractor shall be required to obtain unconditional NOCs from the concerned Labor Enforcement Officer (Central) and Assistant PF Commissioner/PF Enforcement Officer.
- 17.20** No accommodation shall be provided to contractor/contracting firm by BCPL.
- 17.21** Contractor has to maintain all the following documents as required under the CL(R&A) Act 1970 :
- 17.21.1** Copy of labour license, if required.
 - 17.21.2** Register of workmen employed by contractor (in Form XIII)
 - 17.21.3** Monthly wage sheet
 - 17.21.4** Employment Card (in Form XIV)
 - 17.21.5** Muster Roll (in Form XVI)
 - 17.21.6** Register of Wages (in Form XVII)
 - 17.21.7** Register of wages cum Muster Roll (in Form XVIII)
 - 17.21.8** Copy of wage slip (in Form XIX)
 - 17.21.9** Register of Deduction for Damage or Loss (in Form XX)
 - 17.21.10** Register of Fines (in Form XXI)
 - 17.21.11** Register of Advances (in Form XXII)
 - 17.21.12** Register of overtime (in Form xxiii)
 - 17.21.13** Status of Annual Return of Contractor

FOLLOWING CLAUSE WILL SUPERSEDE AS PER APPLICABILITY DURING EXECUTION OF THE CONTRACT PROVISIONS MENTIONED ANYWHERE OF THIS DOCUMENT:

- Responsibility of Contractor for compliance of Labour/ Employment Laws.

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

5. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities/ any court against any act or acts of the contractor/contracting firm or his workers.
 6. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
 7. The persons to be deployed should be on rolls of the contractor/contracting firm.
 8. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
 9. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
 10. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
 11. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), Dibrugarh if he engages 20 or more workmen/labours.
 12. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), Dibrugarh from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer In charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
- a) The minimum payments must be paid to workers in commensurate with work experience required by BCPL, Lakwa. The wages in respect of experience is as under :

Designation	Minimum Years of Experience.	Minimum Wages per Day
Millwright Fitter	Min five years experience in Static & Rotary Equipment with ITI or ten years in case of non ITI	480.00
Machine Fitter	Min five years experience in Static & Rotary Equipment with ITI or ten years in case of non ITI	442.00
Rigger	Minimum five years experience in rigging Petrochemical/Refinery/ Oil & Gas Industries.	389.00

Helper	Minimum five years experience in helping Petrochemical/Refinery/ Oil & Gas Industries.	333.00
Welder	Minimum five years experience in FCAW & GTAW Process 6G Position with ITI or ten years in case of non ITI	480.00
Gas Cutter	Minimum five years of experience in Gus Cutting of structural steel, plates, pipes etc.	389.00
Grinder	Minimum five years of experience in grinding of internal external girth weld and longitudinal weld , beveling of pipe ends with angle grinder.	389.00
Driver-Frock lift	Minimum five years experience in Driving of Heavy Vehicle.	389.00

- b)** In addition to above wages rate inline with experience and minimum wages payable and any other Govt. Statutory payments/requirements viz PF @12 %, Insurance @2%, Bonus @8.33%, Uniform & Safety Shoes, Leave salary @ 4.5 % , Death Gratuity @4.81% etc. expenses must be payable & provision for all these must be kept in the tender/contract accordingly which will be subjected to revision time-to-time both as per frequency & rate escalation directives from the RLC (C) or concerned statutory authorities. The rate in %-age as mentioned here are purely indicative & statistical; hence, the contractor must strictly follow those components & %-age as per Govt. Rules/Labor Rules & Acts viz. Interstate Migration labor Act, Minimum wages Act, Provident Fund & Miscellaneous provision Act, Contract Labor (Regulation & Abolition) Act, Payment of Bonus Act etc. which are in force in this area of tender.

- 13.** The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.
- 14.** The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 15.** The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 16.** The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act. 1952, BOCW Act 1996 etc. and other labour legislations as in existence (at present in India) and as amended from time to time.
- 17.** The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer –In- Charge and the concerned Engineer-In-Charge shall be ensured the same. The checklist- is indicative for immediate requirement

after issuance/ receiving of Letter of Intent (LOI)/monthly bills/ final bill and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.

- 18.** The contractor(s) are required to submit copies of Electronic Challan Cum Return (ECR)/ Electronic challan along with online uploaded list of contract workers/ members/ subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
- 19.** The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Misc. Provisions Act, 1952 and extended benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.
- 20.** The contractor shall have to discharge obligations as provided under various Statutory enactment including the Employees Provident Fund and Misc. Provisions Act, 1952, Contract Labour(R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages Act, 1936, Employees Compensation Act, 1923, BOCW Act 1996 & other relevant Acts, Rules and Regulations enforced from time to time.
- 21.** No contract workers below the age of 18 years shall be deployed on the work.
- 22.** The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at the site/ work. His work/ services will be supervised by the supervisor of the contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.
- 23.** While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.

ANNEXURE-I

Scope of Work : AMC / ARC FOR MECHANICAL MAINTENANCE IN C2+ RECOVERY PLANT AT BCPL, LAKWA

Detailed Job Description of SOR:

SOR in general covers activities, which are frequent in nature, consumes approximately constant resources in terms of time and manpower and can be practically estimated. All other activities, which required spares in nature and cannot be practically estimated, are not included in the SOR as separate items and shall be carried out under Manpower rates (SOR item No: B).

A) Contractor's scope:

The following activities shall be under Contractor's scope for execution of the SOR items, unless otherwise stated: (for all items covered under contractor's scope, no extra cost shall be payable by BCPL.)

- i. For all the jobs, the safe transportation of spares/consumables/piping materials/structural materials from main store/unit store and from one unit to the other, and from point to point, shall be in the scope of the contractor.
- ii. For all the SOR jobs of rotating equipment's, shifting of the respective equipment's from the foundation / skid to the workshop or any other suitable working place inside the plant as per instruction of ENGINEER-IN-CHARGE, shall be under the scope of contractor.
- iii. For all the jobs the cutting of gaskets/gland packing /preparation of „O“ rings/Packing etc. to required size, if required to execute the job, shall be in the scope of the contractor.
- iv. For all jobs removal of dirt, old grease, rust, foreign particles, thorough cleaning etc. required for job completion shall be in the scope of the contractor.
- v. For all jobs cleaning of fasteners, etc. required for job completion shall be in the scope of the contractor.
- vi. Shifting of items for maintenance/repair/machining/welding etc. for completion of the respective SOR item shall be in contractor's scope.
- vii. The SOR job shall be deemed completed only after successful trial including leak testing.
- viii. Disposal of scrap to the designated scrap yard/location.

DETAILED SCOPE OF WORK ITEM WISE:

1. Shift assistance on round the clock basis in C2+ recovery unit / Captive Power Plant / Off Sites :

To cater the emergent /urgent requirement of the plant, The SOR items under “A” will need services of one General Fitter, one Rigger and two Helpers with adequate tools and tackles. However, depending upon the Plant requirement/as per instruction & on the sole discretion of EIC/BCPL, the requirement may increase / decrease in a particular shift and accordingly Contractor will deploy the requisite manpower category. The Services of this SOR will cover but will not be limited to following routine nature maintenance jobs on regular basis /as per requirement :

1.1 HOSE FIXING (FIXING OF HOSE FROM SOURCE POINT OF APPLICATION & REMOVAL ETC.) OF ANY TYPE & SIZE AS PER REQUIREMENT WHICH INCLUDES THE FOLLOWING ACTIVITIES:

1.1.1 De-blinding of Source point & point of application.

1.1.2 Making hose to hose joints for reaching point of application from Source Point.

1.1.3 Fixing of hose from Source point to the point of application.

1.1.4 Clamping properly with wire / clamp or any other suitable fasteners to avoid leakage with new gasket/packing including cutting of the same

1.1.5 Removal of all Hose joints.

1.1.6 Removal of hose from Point of application & Source Point and shifting the same to Hose storage area.

1.1.7 Blinding of Source point & point of application

1.2 DRUM CONNECTION (OIL / CHEMICAL DRUM) AS PER REQUIREMENT, WHICH INCLUDES THE FOLLOWING ACTIVITIES:

1.2.1 Removal of previous threaded/flanged connections from empty drum or, associated piping/tubing

1.2.2 Removal of dirt/grease/rust/foreign particles from threaded joint area

1.2.3 Threaded/flanged joint connection in new drum with Teflon tape/gaskets and fasteners etc. as may be the case.

1.3 CHARGING/ DRAINING OIL TO/ FROM OIL RESERVOIR AS PER REQUIREMENT WHICH INCLUDES THE FOLLOWING ACTIVITIES:

1.3.1 Transportation / handling from BCPL's designated stores/other storage area to site-stores.

1.3.2 Shifting from site-storage point to the point of application & back to the storage point with in the plant area as per instruction of ENGINEER-IN-CHARGE.

1.3.3 Shifting & connecting transfer pump/Centrifuge/grease gun if required for charging/drainage / applying from point of storage to point of application & shifting it back to its original place after Removal of dirt/grease/rust/foreign particles.

1.3.4 All associated Connections/Dis-connections of Hoses, Blinding /De-Blinding of Flanged joints, Opening /Boxing up of Threaded/Other type of joints, as applicable for job completion

1.4 OIL TOP UP IN CONSTANT OIL LEVELER OF EQUIPMENTS AS PER SCHEDULE/REQUIREMENT

1.5 GREASING OF VALVE GEAR BOX/ BEARINGS BY HAND/ GREASE GUN AS PER REQUIREMENT

1.6 GLAND LEAKAGE RECTIFICATION OF VALVE/ RECIPROCATING PUMP BY TIGHTENING/REPLACEMENT AS PER REQUIREMENT

1.6.1 Removal of gland and old packing material

1.6.2 Cutting of new packing material to size

1.6.3 Assembly of gland with new packing material

1.7 VALVE GREASING/ MAKING SMOOTH OPERATION AS PER VALVE SIZE AS PER REQUIREMENT

1.7.1 Greasing of valve stem / bush.

1.7.2 Operating the valve for smoothening, if required

1.8 TIGHTENING OF ANY JOINTS (FLANGES/BLINDS/MANHOLE COVERS/THREADED JOINTS/PEEPHOLE COVER ETC. AS PER FLANGE/ PIPE SIZE/ MANHOLE SIZE FOR ANY PURPOSE WITH PARTIAL REPLACEMENT OF FASTENERS ETC, IF REQUIRED.

1.9 STATIC/ ROTARY EQUIPMENT CLEANING (OUTER SURFACE) AS PER SCHEDULE/ REQUIREMENT WITH WATER JET / AIR / STEAM / NITROGEN / DIESEL / COTTON WASTE / MARK-IN CLOTH etc.

1.10 RECIPROCATING/ PLUNGER / DIAPHRAGM / DOSING PUMPS MAINTENANCE LIKE:

a. Gland Packing tightening:

- Removal of guards, if required
- Removal of dirt/grease/rust/foreign particles as per requirement
- Tightening of gland including replacement of fasteners, if required.

b. Gland Packing replacement:

- Removal of guards, if required
- Dismantling of fluid end, as per requirement
- Cutting of gland packing to size, if required.
- Removal of dirt/grease/rust/foreign particles,
- Inspection/Replacement of Lantern rings/ Bushes/Other internals.
- Gland Packing replacement
- Any sort of repair/replacement, as per requirement.
- Assembly.

c. Oil seal(s) replacement:

- Removal of guards, if required

- Dismantling of power end
 - Removal of dirt/grease/rust/foreign particles,
 - Inspection/Replacement of internals.
 - Oil seal(s) replacement
 - Any sort of repair/replacement, as per requirement.
 - LO flushing & lubricating bearings/ bushings etc.
- d. Attending the pump for not developing pressure:
- Attending the pump for not developing pressure & minor repair jobs, if any.
 - Oil charging.
 - Assembly.
- e. Diaphragm replacement:
- Dismantling of all diaphragms as required.
 - Inspection of diaphragms/internals as required.
 - Removal of dirt/grease/rust/foreign particles etc.
 - Any sort of repair/replacement, as per requirement.
 - Assembly.
- f. Removal and fixing of coupling hub:
- Removal of coupling guard.
 - Removal of coupling spacer.
 - Removal of coupling hub(s).
 - Removal of dirt/grease/rust/foreign particles etc.
 - Any sort of repair/replacement, as per requirement.
 - Assembly of coupling hub(s).
 - Alignment
 - Assembly of coupling spacer & coupling Guard
- g. Suction and Discharge NRV Inspection / replacement:
- Dismantling of all suction and discharge NRVs / Check valves.
 - Inspection/overhauling/replacement of valves as required.
 - Inspection of other fluid end parts as required.
 - Removal of dirt/grease/rust/foreign particles etc.
 - Any sort of repair/replacement, as per requirement.
 - Assembly.
- h. Stroke adjustment knob repair:
- Dismantling of adjustment knob(s)
 - Removal of dirt/grease/rust/foreign particles etc.
 - Minor repair/replacement, as per requirement.

- Assembly.

- 1.11 COMPLETE DRAINING, FLUSHING (IF REQUIRED) AND FRESH CHARGING OF OIL IN EQUIPMENT NOT HAVING SEPARATE LUBE OIL SKID
- 1.12 EQUIPMENT PARAMETERS (L.O.LEVEL / PRESSURE/ TEMP ETC) RECORDS UPKEEP AS PER SCHEDULE/ REQUIREMENT
- 1.13 MAN HOLE OPENING AND BOX UP VESSEL / TANK
- 1.14 FILTER CLEANING /REPLACEMENT IN EMERGENCY
- 1.15 ADSORBER TOP COVER (INCLUDING SIDE BLIND) OPENING AND BOXING UP
- 1.16 REPLACEMENT / INSPECTION OF BELTS / CHAIN WITH NEW SET DURING SHIFT / EMERGENCY
- 1.17 EMERGENT UNPLANNED JOBS DURING SHIFTS AS PER THE INSTRUCTION OF EIC / BCPL OFFICER
- 1.18 ANY LEFT OUT JOBS OF GENERAL SHIFT AS PER THE INSTRUCTION OF EIC/BCPL OFFICER
- 1.19 Opening and boxing up of flanges/ blinds/manhole covers/threaded joints etc. as per flange/ pipe size.
 - Opening of flange/blind/Manhole/threaded joints etc.
 - Cleaning of mating surfaces with suitable cleaning media.
 - Minor repair of flange / blind / Pipe or on nozzle counterpart at seating area which may cause leakage. Shifting of blind / flange / required fittings to & from the work shop after repair, in case it's taken for repair in workshop, is also included.
 - Replacement of hardware (i.e. fasteners, gaskets etc.), if required.
 - Cleaning of fasteners & its threads with suitable cleaning media
 - Final box up with new gaskets and new/cleaned fasteners and tightening
 - Hot bolting of the flanged joints as per requirement.
- 1.20 Maintenance of all type of valves of all types at all elevation
 - a. Dropping of valves (Any Type, Any rating , at any elevation & by any means):
 - Securely supporting the valve with lifting device/jacking device
 - Dismantling of end connections of the valve by cutting/loosening of fasteners
 - Removal of valve from site to designated place/scrap.

b. Erection of valves (Any Type, Any rating & at any Height) :

- Removal of dirt/grease/rust/foreign particles from seating surface & fasteners.
- Alignment of end connection of valve with the existing pipeline
- Boxing up of the flanged valves or erection of welded end valves up to edge preparation & fit up job excluding welding, welding shall be paid separately as per applicable SOR.

2. Mechanical maintenance assistance services as when as required – “8 hourly – General shift”

To cater the emergent /urgent / Shutdown maintenance of the plant, The SOR items under “B” will need services of Millwright Fitter, General Fitter, Rigger, Helper, Welder, Pipe Fitter, Gas Cutter & Grinder with adequate tools and tackles. The day to day requirement shall be as per instruction & on the sole discretion of EIC/BCPL and measurement shall done as per actual deployment.

3. Hiring of Frock Lift Truck driver and office assistance “ 8 hourly – General shift”

Contractor has to deploy fork lift driver having heavy duty license and must have experience carry out general routine maintenance of FLT.

The deployed office assistance must be well dressed , decent & courteous. He should have good knowledge of office documents which he will be required to handle.

Both the above items shall be operated under SOR- C

4. Equipment Maintenance

4.1 Preventive maintenance of Equipment : To cater preventive maintenance of Pump/Blower/Fans/EOT/Agitator/FD Fans/ BOP Compressors/ HOT Cranes as per schedule / direction of EIC, contractor shall deploy manpower of required skilled i.e, machine fitter with rigger & helper. However, Millwright fitter is required in case of BOP compressor or any other critical equipment's. The item shall be operated under SOR D.1

Activities to be undertaken: Incase Pump

- Check the foundation Bolts for any looseness
- Checking of coupling conditions
- Replacing of gland if applicable
- Checking of alignment
- Flushing of Methanol line if applicable
- Cleaning of Methanol Cooler if applicable
- Cleaning of Suction strainer
- Replace the lube oil
- Cleaning of equipment

Activities to be undertaken: Blower / Fans

- Check the foundation Bolts for any looseness
- Check the condition of Vibration Dampers Pads where applicable
- Checking condition of Grease in Bearing Blocks / replace
- Checking of Alignment , Pulley conditions & Belt Tension
- Cleaning of wire mesh filter wherever applicable
- Check Blade angle in case of Cooler Fan
- Cleaning of equipment

Activities to be undertaken: Agitator

- Checking Oil Level & replace if required
- Check belt condition, belt tension and alignment & rectification
- Checking of run out
- Check coupling if applicable

Activities to be undertaken: Reciprocating pump

- Check the foundation Bolts for any looseness
- Checking of coupling conditions
- Checking of gland and replaced if required
- Checking of alignment
- Cleaning of suction & discharge valve
- Cleaning of Suction strainer , if applicable
- Replace the lube oil & clean Oil level indicator
- Cleaning of equipment

Activities to be undertaken: Reciprocating Compressor (BOP Type)

- Inspect the clearance between the Piston & cylinder
- Inspect the guide & piston ring , replaces if not meeting clearances
- Inspect the condition of cylinder liner
- Clean / replace the suction air filter element
- Inspect the suction & disch. Valve for passing & rectification if required.
- Clean / replace the lube oil filter element
- Clean water jacket
- Checking of Alignment , Pulley conditions & Belt Tension
- Cleaning of equipment

Activities to be undertaken: EOT Crane

- Check the Gearbox and motor coupling
- Checking / cleaning of break shoes
- Replace the lube oil & clean Oil level indicator
- Checking of oil seal for any leakage , replace if required
- Checking of alignment
- Greasing of Hoist etc.
- Cleaning of equipment

Activities to be undertaken: HOT Crane

- Check the chain pulley block
- Greasing of Hoist etc
- Cleaning of equipment

4.2 General Maintenance of Gas Engine Generator including TC : To cater 500/5000 /10000 running hrs. schedule maintenance contractor has to deploy skilled manpower as per instruction of EIC to complete the job in totality and will be operated under SOR no. D.2

4.2.1 500 Hrs. running schedule maintenance of GEG to be carried as per SOR item D2.1. Contractor has to deploy one millwright fitter, one machine fitter, two riggers and one helper to carry out the job in totality. In 500 Hrs. schedule maintenance, the valve seat, head, Ball, Spark Plug are to be checked, cleaned or replaced wherever required or as per instruction of EIC. The whole jobs shall be completed in 8 Hours.

4.2.2 Assistance during 5000 Hrs. running schedule maintenance of GEG / TC to be carried as per SOR item D2.2. Contractor has to deploy one millwright fitter, one machine fitter, two riggers and two helpers to assist OEM representative / carry out the job in totality. In 5000 Hrs. schedule maintenance, all jobs shall be carried out as per instruction of OEM representative and expected to complete in four day duration. The extended stay beyond 8 Hrs. may be required and no compensation shall be paid.

4.2.3 Assistance during 10000 Hrs. running schedule maintenance of GEG / TC to be carried as per SOR item D2.3. Contractor has to deploy one millwright fitter, one machine fitter, two riggers and two helpers to assist OEM representative / carry out the job in totality. In 10000 Hrs. schedule maintenance, all jobs shall be carried out as per instruction of OEM representative and expected to complete in fifteen day duration. The extended stay beyond 8 Hrs. may be required and no compensation shall be paid.

4.2.4 Cleaning / Replacement of Lube Oil Filter. The items shall be carried as per SOR item D2.4. Contractor has to deploy one machine fitter, one rigger and two helpers to complete the job in totality & shall be carried out as per instruction of EIC. Jobs involves opening of cover, draining of lube oil, replacing of filter elements and assembly. The job shall be completed within the day – 8 Hrs. duty, however extended stay may required beyond 8 Hrs. but no compensation shall be paid.

4.2.5 Cleaning / Replacement of Gas conditioning skid filter element. The items shall be carried as per SOR item D2.5. Contractor has to deploy one machine fitter, one rigger and two helpers to complete the job in totality & shall be carried out as per instruction of EIC. Jobs involves de pressurizing, opening of housing cover, removing of elements, cleaning of inside of housing, cleaning and reassemble of elements / replacements. The measurement shall be done per housing.

4.3 General Maintenance of start air compressor of Gas Engine Generator: To cater maintenance of start air compressor, contractor has to deploy skilled manpower as per instruction of EIC to complete the job in totality and will be operated under SOR no. D.3

- 4.3.1 The complete repair / overhauling: Following activities has be carried out:
- Decouple, removal of Fly wheel & draining of lube oil
 - Dismantling of cylinder top cover, cylinder block etc.
 - Dismantling of crank shaft, oil seal & bearing etc.

- Inspection of rotary as well as static parts and replace if required
- Inspect the suction & Disch valves, replace if required
- Replace the lube oil & clean Oil level indicator
- Complete assembly, Alignment and trial run
- Cleaning of equipment

4.3.2 Top overhauling – checking of valves / replacement: Following activities have been carried out:

- Dismantling of cylinder top cover / cylinder block etc.
- Inspect the suction & Disch valves, replace if required
- Check lube oil, top up / replace if required & clean Oil level indicator
- Complete assembly & trial run
- Cleaning of equipment

4.4 General Maintenance of Gas Turbine : To cater maintenance of self-cleaning air filter elements, Filter elements of Gas conditioning skid, Hydraulic filter elements & oil mist separator, contractor has to deploy skilled manpower as per instruction of EIC to complete the job in totality and will be operated under SOR no. D.4

4.4.1 Cleaning/ replacement of self-cleaning air filter element which involves following activities and payments to be made as per SOR D.4.1 (Cleaning of 16 elements / 2 rows)

- Clean the floor / nearby area of filter
- Remove the lock and remove the elements one by one from one row.
- Making dry the element & cleaning by blowing air
- Re fitting of cleaned / new filter elements

4.4.2 Cleaning/ replacement of filter elements of gas conditioning skid which involves following activities and payments to be made per housing and as per SOR D.4.2

- Dismantling of housing cover
- Remove the elements one by one.
- Re fitting of cleaned / new filter elements
- Clean the studs & bolts
- Fitting of cover

4.4.3 Cleaning / replacement of filter elements of Hydraulic filter which involves following activities and payments to be made per housing and as per SOR D.4.3

- Dismantling of housing cover
- Remove the filter housing of stand by filter
- Remove the filter element
- Clean / replace the filter element
- Assembly and trial run

4.4.4 Cleaning / Maintenance of Oil mist separator : The jobs involves following activities and payments to be made per housing and as per SOR D.4.4

- Dismantling of housing from driver
- Cleaning of bowl
- Clean / replace the filter element
- Assembly and trial run

4.5 Belt replacement & alignment of equipment : To carry out the belt replacement then after alignment of equipment, contractor has to deploy one fitter, one rigger & one helper to complete the job in totality. Payment shall be made as per SOR no. D.5.1

4.5.1 Belt replacement and alignment of Compressor/ Blower / Fans / DE/DG/ Agitator :

- Removing of guard wherever required
- Loosening of foundation bolts of driver
- Replace the V Belt / HTD Belt
- Check belt tension and complete alignment
- Re fitting of coupling guard and trial run

4.6 Alignment of equipment : To carry out the alignment of equipment, contractor has to deploy one fitter & one helper to complete the job in totality. Payment shall be made as per SOR no. D. 6.1

4.6.1 Alignment of Compressor/ Blower / Fans / DE/DG/ Agitator :

- Removing of guard wherever required
- Loosening of foundation bolts of driver
- Complete alignment and check tension
- Re fitting of coupling guard and trial run

4.7 General Maintenance of reciprocating compressor (BOP) : To cater maintenance of compressor, contractor has to deploy skilled manpower as per instruction of EIC to complete the job in totality and will be operated under SOR no. D.7

4.7.1 Checking / repairing / Replacement of Suction / Disch. Valves: Following activities shall be involved to carried out the said job:

- De bolting & removing of valve covers.
- Dismantling of valves
- Inspect the plate , spring , guide etc. & repair by lapping , replace if required and as per direction of EIC.
- Re assembly the same to complete.
- Trial run

4.8 General Maintenance of horizontal centrifugal pumps

4.8.1 Mechanical seal replacement job

- Removal of coupling guard.
- Removal of coupling / coupling spacer
- Recording the alignment readings(with-out adjustments)
- Dismantling of equipment and connected piping for the

Purpose of mechanical seal replacement/inspection

- Dismantling of seal flushing line cooler, cleaning of lines, NRVs, Strainer, valves and coolers. It includes re fixing of lines after proper cleaning
- This includes all other associated jobs to carry out the above work as per instruction of BCPL engineer

- Mechanical seal inspection / replacement
- Removal of dirt/grease/rust/foreign particles etc.
- Any sort of repair/replacement, as per requirement.
- Assembly of pump.
- Flushing / charging of oil / seal flushing fluid, cleaning oilers.
- Alignment.
- Assembly of coupling & coupling guard.

4.8.2 Bearing replacement / inspection job:

- Removal of coupling guard.
- Removal of coupling / coupling spacer
- Recording the alignment readings (with-out adjustments)
- Dismantling of equipment / bearing housing and connected piping for the purpose of bearing replacement/inspection
- Removal of seal flushing system
- Bearing replacement/inspection
- Removal of dirt/grease/rust/foreign particles etc.
- Any sort of repair/replacement, as per requirement.
- Assembly of equipment / bearing housing
- Flushing and charging of oil (not applicable for pump having separate oil reservoir)/ seal flushing fluid, cleaning oilers/ Priming of MOP etc. /.
- Alignment before and after maintenance.

4.8.3 Alignment – using dial gauge

- Removal of coupling guard.
- Removal of coupling / coupling spacer
- Recording the alignment readings (with-out adjustments)
- Carrying out alignment, coupling of pump & trial run
- Assembly of coupling spacer & coupling Guard.

4.9.0 Cleaning / replacement of Lube oil / Seal gas filter element shall be done as per direction of EIC and shall be operated under D 9 and payment shall be made under D 9.1

- Removal of all associated piping,
- Isolation and Draining of lube oil,
- Opening of filter housing cover
- Cleaning / replacement and assembly

4.10 Cleaning / replacement of fuel filter element / lube oil filter elements of diesel engine of fire water / Generator and shall be done as per direction of EIC and shall be operated under D 10 and payment shall be made under D 10.1 & D 10.2

- Ensure that the Engine is under lock out
- Isolate the fuel / opening of housing of fuel filter / Lube oil filter
- Cleaning / replacement and assembly

4.11 General maintenance of Vertical centrifugal pump : The said pumps has been installed at three location .i.e Plant, CISF Colony at Lakwa & BCPL Colony at Sibsagar. Contractor has to deploy skilled manpower as per instruction of EIC to complete the job in totality and will be operated under SOR no. D.11

4.11.1 Strainer cleaning

- Decoupling and lifting of motors
- Lifting of complete pump assembly
- Remove the strainer and assemble after cleaning
- Lowering of complete pump assembly &
- Trial run

4.11.2 Over hauling / Internal parts :

- Decoupling and lifting of motors
- Lifting of complete pump assembly
- Dismantling of pumps, cleaning and inspection of internal parts
- Replace the damage / worn out parts
- Compete assembly and lowering the pump assembly
- Trial run

4.12 General maintenance of Bore well Pump : The said pumps has been installed at three location .i.e Plant, CISF Colony at Lakwa & BCPL Colony at Sibsagar. Contractor has to deploy skilled manpower as per instruction of EIC to complete the job in totality and will be operated under SOR no. D.12

4.12.1 Lifting, Overhauling, Lowering & Testing : following activities are involved while carrying out maintenance

- Removing of associated discharge piping
- Lifting of complete pump and dismantling discharge piping one by one.
- Dismantling of pumps, cleaning and inspection of internal parts
- Assemble, check for free rotation.
- Compete lowering pump assembly & connection of discharge line
- Trial run

4.13 General maintenance of Jocky Pump : The required maintenance shall be carried out by deploying skilled manpower as directed by EIC to complete the job in totality and will be operated under SOR no. D.13

4.13.1 Bearing replacement : Following activities are involved while carrying out Bearing replacement,

- Decoupling, Lifting of motor & removal of coupling
- Dismantling / Removing of pump head
- Pulling out the bearing & replace with new one
- Re assemble of pump head
- Coupling with motor
- Trial run

4.13.2 Overhaul / Breakdown maintenance : The job involves Lifting, Overhauling, Lowering & Testing of pumps,

- Decoupling, Lifting of motor & removal of coupling
- Dismantling / Removing of pump head
- Pulling out the bearing & replace with new one
- Lifting the casing pipe one by one & dismantling the shaft , bush etc.
- Lifting the pump and dismantling
- Cleaning, inspection and replacement of parts wherever required.
- Lowering the pump assembly
- Assembly of pump head , Bearing & re install of motor
- Coupling with motor
- Trial run

4.14 General maintenance of Fans of fin Fan Cooler : The required maintenance shall be carried out by deploying skilled manpower as directed by EIC to complete the job in totality and will be operated under SOR no. D.14

4.14.1 Bearing replacement / Breakdown maintenance of Fans having no gear box: Following activities are involved while carrying out the said maintenance.

- Decoupling / removing of HTD belt
- Dismantling / Removing of Fan guard
- Dismantling of Fans, Pulley & Hub etc.
- Dismantling of shaft, bearing & oil seal etc.
- Inspect the rotary parts, replaced if required along with Bearing.
- Re assembles the complete fan, measure fan angle blade & premium chamber clearance.
- Fitting of belt and alignment.
- Trial run

4.14.2 Bearing replacement / Breakdown maintenance of Fans having of gear box: Following activities are involved while carrying out the said maintenance.

- Decoupling of equipment
- Dismantling / Removing of Fan guard
- Dismantling of gear box, Fans, gear pulley & fan hub etc.
- Dismantling of gear pinion, gear shaft, fan shaft, bearing & oil seal etc.
- Inspect the rotary parts, replaced if required along with bearing.
- Re assembles the complete gear box, fan, and measure fan angle blade & premium chamber clearance.
- Inspect the tyre coupling and coupling with motor and alignment.

- Trial run

5 FABRICATION & WELDING OF PIPING

- All kind of machinery, tools, tackles and consumable, welding electrodes / filler, items required to complete the fabrication job are in the scope of the contractor.
- Gas Cutting , grinding, Edge preparation, Fit-up
- Required Dye Penetrant Test.
- Welding Procedure Qualification and Welder Qualification, as required, shall be carried out by the contractor at his cost if required or as per direction of EIC , and to be done at contractors cost.

6 FABRICATION & ERECTION OF STRUCTURES AND ERECTION OF PIPING:

a. Structural Fabrication and Erection (e.g. platform, stair case, hand railing, Grating etc.) Including primer coating.

- Issuance of all structural items from BCPL designated stores / other storage areas to the site as per instructions of ENGINEER-IN-CHARGE
- All kind of machinery, tools, tackles and consumable items required to complete the fabrication job are in the scope of the contractor.
- Gas Cutting, grinding etc.
- Welding as per standard.
- Erection at site including handling.
- Primer Coat with Red Oxide Primer.
- Erection and return of excess/unused material (as per standard Engineering practice) to BCPL designated stores / other storage areas as per instructions of ENGINEER-IN-CHARGE.

b. Dismantling of structures of all categories inclusive of Gas cutting removal of bolts / nuts etc. as per ENGINEER-IN-CHARGE including transporting, unloading & stacking etc. at yard.

- All kind of machinery, tools, tackles and consumable items required to complete the above job are in the scope of the contractor.
- Dismantling by Gas Cutting, grinding, bolt/stud removal etc.
- Shifting, unloading & stacking etc. at yard.

7 SUPPLY OF MANPOWER:

Supply of various categories of manpower with tools/ tackles/ fabrication machineries/welding consumables etc. on requirement basis.

MEASUREMENT & PAYMENT METHODOLOGY

SOR# A : Shift assistance on round the clock basis:

This SOR is intended to provide one fitter, one rigger & two helper with all general tools and tackles to carry out maintenance / to cater any exigencies of the plant during running of the plant in

even odd hours. This SOR will cover but will not be limited to the job enlisted in Detailed scope of work of SCC- A :

SOR# B : Mechanical Maintenance Assistance Services as when required (General Shift - 8 Hrs.)

This SOR is intended to provide highly skilled, skilled, semi-skilled, helper, Pipe welder, grinder, Gas cutter, etc. with all general tools and tackles to carry out break down / un planned maintenance / to cater any exigencies of the plant during running of the plant as when required.

8. Measurement of SOR quantity :

- 8.1. Measurement of shift deployment, deployment of manpower as when required, deployment of office assistance & FLT Driver shall be under SOR – A , SOR – B & SOR – C respectively.
- 8.2. For SOR # D to F will be certified as per actual execution of the job in the indicated unit of measurement only. Contractor shall complete the job in same day only , if required extended stay no compensation shall be paid to contractor.

INDICATIVE LIST OF TOOLS AND TACKLES TO BE ARRANGED BY CONTRACTOR

1. CHAIN PULLEY BLOCK OF VARIOUS SIZE:

- 5 Ton & above capacity. 02 Nos.
- 3 Ton capacity. 02 Nos.
- 1 to 2 Ton capacity. 04 Nos.

2. HOOK CHUK :

- 2 Ton capacity. 1 Nos.

3. SCREW JACKS

- 5Ton capacity 1 Nos.
- 10 Ton capacity 1 Nos.
- 25 Ton capacity 1 Nos.

4. MANUAL PULLER

- 1 Ton capacity 1 Nos.
- 2 Ton capacity 1 Nos.
- ABOVE 5 TON capacity 1 Nos

5. SLINGS OF VARIOUS SIZES

UP TO 1" DIA - Sufficient nos. as per requirement.

6. D SHACKLES OF VARIOUS SIZES:

UP TO 1" DIA - Sufficient nos. as per requirement.

7. PULLEY / ROPES:

Sufficient nos. as per requirement.

8. MANILA ROPES OF VARIOUS SIZES:

UP TO 1½" DIA. -Sufficient nos. as per requirement.

9. SYNTHETIC ROPES OF VARIOUS SIZES:

UP TO 1½" DIA. -Sufficient nos. as per requirement.

10. BRASS HAMMERS :

- 5 Kg Wt & above. 8 Nos.
- 2 to 5 Kg. Wt. 8 Nos.
- Below 2 Kg. Wt. 8 Nos.

11. TEFLON AND RUBBER HAMMERS :

Hammer up to 2.5 Kg 02 Nos.

12. STANDARD MILL WRIGHT FITTER TOOL BOXES : -

Spanner sets containing general purpose ring and “D” spanners up to 32mm size, 2 Lbs brass hammer, scale, divider, files, calipers, chisel, center punch, allen key sets up to 10 mm & 3/8 inch, hack saw frame and blade, circlip pliers, nose pliers, measuring tape, shim cutter, oil stone, consumables like emery paper & other standard items required for rotary equipment jobs.

13. OPEN ENDED HAMMER SPANNER:

SIZE UPTO TO 32 MM : 04 Sets

SIZE 36 MM TO 65 MM: 04 NOS. OF EACH SIZE

SIZE 70 MM TO 95 MM : 02 NOS. OF EACH SIZE

14. RING HAMMER SPANNER:

SIZE UPTO 32 MM :04 Sets

SIZE 36 MM TO 65 MM :04 NOS. OF EACH SIZE

SIZE 70 MM TO 95 MM: 02 NOS. OF EACH SIZE

15. RING SPANNER DOUBLE ENDED

SIZE UPTO 46 MM: 6 NOS OF EACH SIZE

16. OPEN DOUBLE ENDED SPANNER

SIZE UPTO 46 MM: 6 NOS OF EACH SIZE

17. SOCKET WRENCH SET WITH DRIVER

INCH SET 01 SETS

METRIC SET 01 SETS

18. Pipe wrenches – 02 sets

19. ALLEN KEY SETS of all required sizes :

INCHES:

up to size 1 Inch : 02 Sets

Above 1 inch : 01 Sets

METRIC:

up to size 25 mm: 02 Sets

Above 25 mm : 01 Sets

20. FLAT AND NEEDLE FILE SETS: 2 SETS

21. SET OF SCREW DRIVERS (ALL TYPES): 02 Sets

22. CIRCLIP PLIER :02 Sets

23. WELDING MACHINES :

Welding rectifiers/Generator: 3 Nos.

Argon unit : 1 Nos.

24. PORTABLE HAND GRINDERS:

Ag7 :1 Nos.

Gq4 :1 Nos.

Ag5 :1 Nos.

Flexible Grinder: 1 Nos.

25. HAND DRILL MACHINE:

(Up to 20mm) : 1 Set.

26. GAS CUTTING SET (Non Mixing Type):

With rubber hose pipes complete 2 Sets & flash back arrester

27. NO. OF CYLINDERS IN READY STOCK :

DA :1 Nos.

OXYGEN: 2 Nos.

ARGON : 1 Nos.

REGULATORS -Sufficient nos. as per requirement

28. WELDING / CUTTING / PROTECTIVE EQUIPMENTS : Sufficient nos. as per requirement

29. MEASURING TOOLS :

Vernier calipers (Up to 150 mm) 02 Nos.

Micrometer (Up to 150 mm) 01 Nos.

Dial gauges with Magnet Stand 04 Nos.

Filler gauges 6" length 01 Nos.

Filler gauges 12" length 01 Nos.

30. Consumables such as welding rods, gases, grinding wheels, cutting wheels, buffing wheels, filler wires, hack saw blades, emery papers, OIL stones etc. shall be in contractor's scope.

31. Other General purpose tools like Shim Cutter ,Gasket Cutter ,High Pressure Grease Guns ,HOLE PUNCH SET (SIZE FROM 3 MM TO 25 MM),LETTER PUNCH (A-Z) ,NUMBER PUNCH and Hydro test Pumps etc .

NOTE: THE ABOVE LIST IS INDICATIVE ONLY. THE CONTRACTOR SHALL ARRANGE ALL REQUIRED TOOLS TACKLES AND CONSUMABLES FOR COMPLETION OF THE JOBS.

SECTION -IV

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Quantities shown in the SOR is tentative which may increase or decrease.
- 5 Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC.

PART -A
UN-PRICED SCHEDULE OF RATE

SUBJECT: **ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL
MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA**

SUBJECT: ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA

SCHEDULE OF RATES

A - Round the Clock Mechanical Maintenance Assistance Services & GEG Operation (8 Hourly shift).

Item No	Particulars	UOM	Qty	Unit rate for 8 hours working in general shift including GH / Holidays (INR)	Amount (INR)
A.1	Skilled - Mechanical maintenances services	Manday	1095	Don't quote	Don't quote
A.2	Semi Skilled - Mechanical maintenances services	Manday	1095	Don't quote	Don't quote
A.3	Un Skilled - Mechanical maintenances services	Manday	2190	Don't quote	Don't quote
					Don't quote

B - Mechanical Maintenance Assistance Services as when required (General Shift - 8 Hrs)

Item No	Particulars	UOM	Qty	Unit rate for 8 hours working in general (INR)	Amount (INR)
B.1	Highly Skilled - Mechanical maintenances services	Manday	288	Don't quote	Don't quote
B.2	Skilled - Mechanical maintenances services	Manday	576	Don't quote	Don't quote
B.3	Semi Skilled - Mechanical maintenances services	Manday	864	Don't quote	Don't quote
B.4	Un Skilled - Mechanical maintenances services	Manday	864	Don't quote	Don't quote
B.5	Highly Skilled - Pipe Welder	Manday	30	Don't quote	Don't quote
B.6	Skilled - Pipe Fitter	Manday	30	Don't quote	Don't quote

B.7	Skilled - Gas Cutter	Manday	30	Don't quote	Don't quote
B.8	Skilled - Grinder	Manday	30	Don't quote	Don't quote
	Sub Total				Don't quote
C - Hiring of FLT Driver and Office Assistance in General Shift - 8 Hrs)					
Item No	Particulars	UOM	Qty	Unit rate for 8 hours working in general (INR)	Amount (INR)
C.1	FLT Driver	Manday	288	Don't quote	Don't quote
C..2	Office Assistance	Manday	288	Don't quote	Don't quote
	Sub Total				
D - Equipment Maintenance					
Item No	Particulars	UOM	Qty	Unit rate	Amount (INR)
D.1	Preventive maintenance of Equipment			Don't quote	Don't quote
D.1.1	Pump/ Blower/Fans/ EOT/Agitator/ FD Fans			Don't quote	Don't quote
D.1.1.1	Rating up to 4 KW	EA	76	Don't quote	Don't quote
D.1.1.2	Rating from 5 KW to 20 KW	EA	188	Don't quote	Don't quote
D.1.1.3	Rating from 20 KW & above	EA	16	Don't quote	Don't quote
D.1.2	Reciprocating compressor			Don't quote	Don't quote
D.1.2.1	Two cylinders BOP compressor , CP / Dresser Rand Make	EA	12	Don't quote	Don't quote
D.1.2.2	Four cylinders BOP compressor , KPCL Make	EA	16	Don't quote	Don't quote
D.1.2.3	Start Air compressor , IR Make Rating 5.5 KW	EA	16	Don't quote	Don't quote
D.1.3	HOT Crane	EA	12	Don't quote	Don't quote

D.2	General maintenance of Gas Engine Generator including Turbo Charger (Bargaen Make, Model- KVGS-18G, Capacity 2.8 MW)			Don't quote	Don't quote
D.2.1	500 Hrs Maintenance	EA	18	Don't quote	Don't quote
D.2.2	Assistance to OEM During 5 K Running Schedule Maint.	EA	2	Don't quote	Don't quote
D.2.3	Assistance to OEM During 10 K Running Schedule Maint.	EA	1	Don't quote	Don't quote
D.2.4	Cleaning / Replacement of Lube Filter	EA	2	Don't quote	Don't quote
D.2.5	Gas conditioning Skid - Filter Cleaning Replacement per Housing	EA	2	Don't quote	Don't quote
D.3	GEG Start Air compressor , IR Make, 7T4, Rating 5.5 KW			Don't quote	Don't quote
D.3.1	Complete repair / Overhauling	EA	4	Don't quote	Don't quote
D.3.2	Top overhauling- Checking of valves / replacement	EA	4	Don't quote	Don't quote
D.4	Gas Turbine, Frame -3, BHEL Make	EA		Don't quote	Don't quote
D.4.1	Air Filter Cleaning / replacement (16 Nos - Containing 8 Per Row)	EA	36	Don't quote	Don't quote
D.4.2	Gas conditioning Skid - Filter / GT lube oil filter element Cleaning & replacement if required	EA	2	Don't quote	Don't quote
D.4.3	Cleaning / Replacement of Hydraulic Filter	EA	4	Don't quote	Don't quote
D.4.4	Cleaning / Maint. Oil Mist Separator	EA	2	Don't quote	Don't quote
D.5	Belt replacement & alignment of Equipment			Don't quote	Don't quote

D.5.1	Compressor/ Blower/ Fans/DE/DG/Agitator	EA	24	Don't quote	Don't quote
D.6	Alignment of equipments belt driven equipment			Don't quote	Don't quote
D.6.1	Compressor/ Blower/ Fans/DE/DG/Agitator	EA	24	Don't quote	Don't quote
D.7	General maintenance of BOP compressor			Don't quote	Don't quote
D.7.1	Checking & Repair /Replacement of Suc/Disch Valve	EA	100	Don't quote	Don't quote
D.7.2	Checking of Rider Band / Piston Ring & corrective action per piston (Including Piston replacement)	EA	10	Don't quote	Don't quote
D.7.3	Inspection / Replacement of Journal Bearing	EA	12	Don't quote	Don't quote
D.7.4	Cleaning / Replacement of Lube Filter	EA	16	Don't quote	Don't quote
D.7.5	Cleaning / Replacement of Air Filter Element	EA	8	Don't quote	Don't quote
D.8	General maintenance of Horizontal centrifugal /reciprocating Pumps			Don't quote	Don't quote
D.8.1	Bearing Replacement of Pumps to 10 KW	EA	25	Don't quote	Don't quote
D.8.2	Bearing Replacement of Pumps above 10 KW	EA	16	Don't quote	Don't quote
D.8.3	Mech Seal Replacement (Single Seal Pump)	EA	10	Don't quote	Don't quote
D.8.3	Mech Seal Replacement (Double Seal Pump)	EA	4	Don't quote	Don't quote

D.8.4	Alignment - Using Dial Gauge (Pump Rating up to 10KW)	EA	15	Don't quote	Don't quote
D.8.5	Alignment - Using Dial Gauge (Pump Rating above 10KW)	EA	15	Don't quote	Don't quote
D.9	General Maint. of Expander compressor , Make - Rotoflow, Model- 30-7E8C			Don't quote	Don't quote
D.9.1	Cleaning / replacement of Lube oil / Seal Gas Filter	EA	4	Don't quote	Don't quote
D.10	General maint. of Diesel Engine (NT 743F /NTA 855G / KT 1150 G)			Don't quote	Don't quote
D.10.1	Cleaning / Replacement of fuel Filter	EA	14	Don't quote	Don't quote
D.10.2	Cleaning / Replacement of Lube oil Filter	EA	14	Don't quote	Don't quote
D.11	General maintenance of Vertical Pumps			Don't quote	Don't quote
D.11.1	Strainer Cleaning	EA	8	Don't quote	Don't quote
D.11.2	Replacement of Internal Parts / Overhauling i.e. Shaft, Impeller, Alignment etc.	EA	4	Don't quote	Don't quote
D.12	General maintenance of Borewell Pump			Don't quote	Don't quote
D.12.1	Lifting ,Overhauling , Lowering & testing	EA	7	Don't quote	Don't quote
D.13	General maintenance of Jocky Pump, 7 Stages , 22 KW			Don't quote	Don't quote
D.13.1	Bearing Replacement	EA	4	Don't quote	Don't quote
D.13.2	Attending breakdown/ overhauling	EA	2	Don't quote	Don't quote

D.14	General maintenance of Fans of Fin Fan Cooler			Don't quote	Don't quote
D.14.1	Bearing replacement / Breakdown Maint W/o gear box	EA	12	Don't quote	Don't quote
D.14.2	Bearing replacement / Breakdown Maint with gear box	EA	4	Don't quote	Don't quote
	Sub Total				Don't quoted
E - Fabrication Services					
E	Fabrication Services			Don't quote	Don't quote
E.1	Dismantling of Structures / pipes	KG	5000	Don't quote	Don't quote
E.2	Fabrication & Erection of Structures	KG	2000	Don't quote	Don't quote
E.3	Fabrication & Erection of CS/LTCS Piping			Don't quote	Don't quote
E.3.1	Fabrication of above ground Pipe			Don't quote	Don't quote
E.3.1.1	CS / LTCS upto wall thickness 10 MM	ID	200	Don't quote	Don't quote
E.3.1.2	CS / LTCS wall thickness above 10 MM	ID	400	Don't quote	Don't quote
E.3.2	Erection			Don't quote	Don't quote
E.3.2.1	CS / LTCS upto Dia 200 MM	Mtr.	100	Don't quote	Don't quote
E.3.2.2	CS / LTCS above Dia 200 MM	Mtr	100	Don't quote	Don't quote
	Sub Total				Don't quote
E - Fabrication Services					
F	Underground Pipeline Works			Don't quote	Don't quote

F.1	Replacement of Pipeline , Size upto 24"	Mtrs	20	Don't quote	Don't quote
F.2	Repairs of HTLP Coating	M2	10	Don't quote	Don't quote
F.3	Supply, Installation, Painting & Writing of Markers			Don't quote	Don't quote
F.3.1	Warning Marker	EA	5	Don't quote	Don't quote
F.3.2	Direction Marker	EA	3	Don't quote	Don't quote
F.3.3	Kilometer Marker	EA	2	Don't quote	Don't quote
F.3.4	Boundary Pillar	EA	10	Don't quote	Don't quote
Sub Total					Don't quote

CATEGORY :

Highly Skilled : - Pipe Fitter / Welder 6G /Milwrite Technician

Skilled : - Structural Welder / Fabricator/ Machine Fitter

Semi Skilled : - Gas Cutter / Grinder/ FLT Driver / Rigger/ Office Assistance

Unskilled : - Helper

Above rate is inclusive of all taxes and duties except service tax

SERVICE TAX (EXTRA) =_____ %

PART -B

PRICED SCHEDULE OF RATE

**SUBJECT: ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL
MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA**

SUBJECT: ANNUAL MAINTENANCE CONTRACT FOR MECHANICAL MAINTENANCE AT C2+ RECOVERY PLANT AT BCPL, LAKWA

<u>SCHEDULE OF RATES</u>					
A - Round the Clock Mechanical Maintenance Assistance Services & GEG Operation (8 Hourly shift).					
Item No	Particulars	UOM	Qty	Unit rate for 8 hours working in general shift including GH / Holidays (INR)	Amount (INR)
A.1	Skilled - Mechanical maintenances services	Manday	1095		
A.2	Semi Skilled - Mechanical maintenances services	Manday	1095		
A.3	Un Skilled - Mechanical maintenances services	Manday	2190		
					0.00
B - Mechanical Maintenance Assistance Services as when required (General Shift - 8 Hrs)					
Item No	Particulars	UOM	Qty	Unit rate for 8 hours working in general (INR)	Amount (INR)
B.1	Highly Skilled - Mechanical maintenances services	Manday	288		
B.2	Skilled - Mechanical maintenances services	Manday	576		
B.3	Semi Skilled - Mechanical maintenances services	Manday	864		
B.4	Un Skilled - Mechanical maintenances services	Manday	864		

B.5	Highly Skilled - Pipe Welder	Manday	30		
B.6	Skilled - Pipe Fitter	Manday	30		
B.7	Skilled - Gas Cutter	Manday	30		
B.8	Skilled - Grinder	Manday	30		
	Sub Total				
C - Hiring of FLT Driver and Office Assistance in General Shift - 8 Hrs)					
Item No	Particulars	UOM	Qty	Unit rate for 8 hours working in general (INR)	Amount (INR)
C.1	FLT Driver	Manday	288		
C..2	Office Assistance	Manday	288		
	Sub Total				
D - Equipment Maintenance					
Item No	Particulars	UOM	Qty	Unit rate	Amount (INR)
D.1	Preventive maintenance of Equipment				
D.1.1	Pump/ Blower/Fans/ EOT/Agitator/ FD Fans				
D.1.1.1	Rating up to 4 KW	EA	76		
D.1.1.2	Rating from 5 KW to 20 KW	EA	188		
D.1.1.3	Rating from 20 KW & above	EA	16		
D.1.2	Reciprocating compressor				
D.1.2.1	Two cylinders BOP compressor , CP / Dresser Rand Make	EA	12		
D.1.2.2	Four cylinders BOP compressor , KPCL Make	EA	16		
D.1.2.3	Start Air compressor , IR Make Rating 5.5 KW	EA	16		

D.1.3	HOT Crane	EA	12		
D.2	General maintenance of Gas Engine Generator including Turbo Charger (Barga n Make, Model- KVGS-18G, Capacity 2.8 MW)				
D.2.1	500 Hrs Maintenance	EA	18		
D.2.2	Assistance to OEM During 5 K Running Schedule Maint.	EA	2		
D.2.3	Assistance to OEM During 10 K Running Schedule Maint.	EA	1		
D.2.4	Cleaning / Replacement of Lube Filter	EA	2		
D.2.5	Gas conditioning Skid - Filter Cleaning Replacement per Housing	EA	2		
D.3	GEG Start Air compressor , IR Make, 7T4, Rating 5.5 KW				
D.3.1	Complete repair / Overhauling	EA	4		
D.3.2	Top overhauling- Checking of valves / replacement	EA	4		
D.4	Gas Turbine, Frame -3, BHEL Make	EA			
D.4.1	Air Filter Cleaning / replacement (16 Nos - Containing 8 Per Row)	EA	36		
D.4.2	Gas conditioning Skid - Filter / GT lube oil filter element Cleaning & replacement if required	EA	2		
D.4.3	Cleaning / Replacement of Hydraulic Filter	EA	4		
D.4.4	Cleaning / Maint. Oil Mist Separator	EA	2		

D.5	Belt replacement & alignment of Equipment				
D.5.1	Compressor/ Blower/ Fans/DE/DG/Agitator	EA	24		
D.6	Alignment of equipments belt driven equipment				
D.6.1	Compressor/ Blower/ Fans/DE/DG/Agitator	EA	24		
D.7	General maintenance of BOP compressor				
D.7.1	Checking & Repair /Replacement of Suc/Disch Valve	EA	100		
D.7.2	Checking of Rider Band / Piston Ring & corrective action per piston (Including Piston replacement)	EA	10		
D.7.3	Inspection / Replacement of Journal Bearing	EA	12		
D.7.4	Cleaning / Replacement of Lube Filter	EA	16		
D.7.5	Cleaning / Replacement of Air Filter Element	EA	8		
D.8	General maintenance of Horizontal centrifugal /reciprocating Pumps				
D.8.1	Bearing Replacement of Pumps to 10 KW	EA	25		
D.8.2	Bearing Replacement of Pumps above 10 KW	EA	16		
D.8.3	Mech Seal Replacement (Single Seal Pump)	EA	10		

D.8.3	Mech Seal Replacement (Double Seal Pump)	EA	4		
D.8.4	Alignment - Using Dial Gauge (Pump Rating up to 10KW)	EA	15		
D.8.5	Alignment - Using Dial Gauge (Pump Rating above10KW)	EA	15		
D.9	General Maint. of Expander compressor , Make - Rotoflow, Model-30-7E8C				
D.9.1	Cleaning / replacement of Lube oil / Seal Gas Filter	EA	4		
D.10	General maint. of Diesel Engine (NT 743F /NTA 855G / KT 1150 G)				
D.10.1	Cleaning / Replacement of fuel Filter	EA	14		
D.10.2	Cleaning / Replacement of Lube oil Filter	EA	14		
D.11	General maintenance of Vertical Pumps				
D.11.1	Strainer Cleaning	EA	8		
D.11.2	Replacement of Internal Parts / Overhauling i.e. Shaft, Impeller, Alignment etc.	EA	4		
D.12	General maintenance of Borewell Pump				
D.12.1	Lifting ,Overhauling , Lowering & testing	EA	7		
D.13	General maintenance of Jocky Pump, 7 Stages , 22 KW				
D.13.1	Bearing Replacement	EA	4		

D.13.2	Attending breakdown/ overhauling	EA	2		
D.14	General maintenance of Fans of Fin Fan Cooler				
D.14.1	Bearing replacement / Breakdown Maint W/o gear box	EA	12		
D.14.2	Bearing replacement / Breakdown Maint with gear box	EA	4		
	Sub Total				
E - Fabrication Services					
E	Fabrication Services				
E.1	Dismantling of Structures / pipes	KG	5000		
E.2	Fabrication & Erection of Structures	KG	2000		
E.3	Fabrication & Erection of CS/LTCS Piping				
E.3.1	Fabrication of above ground Pipe				
E.3.1.1	CS / LTCS upto wall thickness 10 MM	ID	200		
E.3.1.2	CS / LTCS wall thickness above 10 MM	ID	400		
E.3.2	Erection				
E.3.2.1	CS / LTCS upto Dia 200 MM	Mtr.	100		
E.3.2.2	CS / LTCS above Dia 200 MM	Mtr	100		
	Sub Total				
E - Fabrication Services					
F	Underground Pipeline Works				

F.1	Replacement of Pipeline , Size upto 24"	Mtrs	20		
F.2	Repairs of HTLP Coating	M2	10		
F.3	Supply, Installation, Painting & Writing of Markers				
F.3.1	Warning Marker	EA	5		
F.3.2	Direction Marker	EA	3		
F.3.3	Kilometer Marker	EA	2		
F.3.4	Boundary Pillar	EA	10		
Sub Total					

CATEGORY :

Highly Skilled : - Pipe Fitter / Welder 6G /Milwrite Technician

Skilled : - Structural Welder / Fabricator/ Machine Fitter

Semi Skilled : - Gas Cutter / Grinder/ FLT Driver / Rigger/ Office Assistance

Unskilled : - Helper

Above rate is inclusive of all taxes and duties except service tax

SERVICE TAX (EXTRA) =_____ %

*****END*****