



# **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

[A Government of India Enterprises]

**TENDER NO.: BCPL/C&P/DIB/SER/20150183/MD**

**FOR**

**LIMITED DOMESTIC COMPETITIVE TENDER**

**NAME OF WORK:**

**MISCELLANEOUS CIVIL, STRUCTURAL & ARCHITECTURAL  
WORKS FOR BRAHMAPUTRA PETROCHEMICALS COMPLEX  
OF M/S BCPL, ASSAM**

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

**Project Office:** Administrative Building, P.O. Lepetkata, Dibrugarh - 786006 Tel: 0373- 2914611

**Project Execution office:** 3<sup>rd</sup> Floor, GTI; 24, Sector 16A; NOIDA 201 301: Tel: 0120 2513102

[www.bcplonline.co.in](http://www.bcplonline.co.in)

# CUT-OUT SLIP

**(OUTER ENVELOPE)**

**DO NOT OPEN**

**NAME OF WORK: MISCELLANEOUS CIVIL, STRUCTURAL AND  
ARCHITECTURAL WORKS FOR BRAHMAPUTRA PETROCHEMICALS COMPLEX  
OF M/S BCPL, ASSAM**

**TENDER NO. : BCPL/C&P/DIB/SER/20150183/MD**

**SUBMISSION DUE DATE : 27/11/2015  
& TIME**

**FROM:**

**TO:**

Name:  
Address:

DGM (C&P)  
ADMINISTRATIVE BUILDING  
BCPL PROJECT SITE, LEPETKATA  
DIBRUGARH-786006  
ASSAM

(To be pasted on the outer envelope containing “Priced”, “Unpriced” bids)

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## REQUEST FOR QUOTATION (RFQ)

**(Tender no. BCPL/C&P/DIB/SER/20150183/MD)**

Sealed Bid under single stage two envelop system is invited from bidders for the following service for **BRAHMAPUTRA CRACKER & POLYMER LIMITED, DIBRUGARH, ASSAM.**

|                                                                                                                                                                                                                                              |                                       |   |                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A)                                                                                                                                                                                                                                           | NAME OF WORK                          | : | <b>MISCELLANEOUS CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR BRAHMAPUTRA PETROCHEMICALS COMPLEX OF M/S BCPL, ASSAM</b>                                                  |
| B)                                                                                                                                                                                                                                           | CONTRACT PERIOD                       | : | <b>12 (Twelve) MONTHS</b>                                                                                                                                                 |
| C)                                                                                                                                                                                                                                           | BIDDING DOCUMENT AVAILABLE ON WEBSITE | : | From 09/11/2015 , 9AM – 27/11/2015, 2-30PM                                                                                                                                |
| D)                                                                                                                                                                                                                                           | BIDDING DOCUMENT FEE (NON REFUNDABLE) | : | <b>Not Applicable.</b>                                                                                                                                                    |
| E)                                                                                                                                                                                                                                           | EARNEST MONEY DEPOSIT                 | : | <b>Rs. 5,40,000.00</b><br>(in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam)<br>However, PSUs, MSE are exempted from payment of tender fee. |
| F)                                                                                                                                                                                                                                           | PRE-BID CONFERENCE                    | : | AT. 15.00 Hrs on <b>18/11/2015</b> , in ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.                                                                                 |
| G)                                                                                                                                                                                                                                           | DATE & TIME FOR RECEIPT OF BID        | : | <b>27/11/2015 up to 14.30 Hrs.</b>                                                                                                                                        |
| H)                                                                                                                                                                                                                                           | DATE & TIME FOR OPENING OF BID        | : | <b>27/11/2015 at 15.00 Hrs.</b> in the presence of bidder’s representatives if they present.                                                                              |
| I)                                                                                                                                                                                                                                           | PLACE & SUBMISSION OF BID             | : | DGM (C&P),<br>ADMINISTRATIVE BUILDING, BCPL PROJECT SITE<br>PO – BARBARUAH, LEPETKATA-786006<br>DIBRUGARH, ASSAM                                                          |
| <b><u>Exhibit A, Check list for submission of documents, Form I (Annual Turnover), Form II (FINANCIAL SITUATION), ACKNOWLEDGEMENT CUM CONSENT LETTER from Page no. 15 to 25 must be filled up indicating entire details as enquired.</u></b> |                                       |   |                                                                                                                                                                           |

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 Brahmaputra Cracker & Polymer Limited, 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 ` 100 Crores and a

declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The complete bidding document is also available on the website of GAIL ([www.gailtenders.in](http://www.gailtenders.in)) and BCPL ([www.bcplonline.co.in](http://www.bcplonline.co.in)) & CPP Portal, bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of **Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam)** along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. **Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above.**

### **SUBMISSION OF BIDS:**

The Bid shall be submitted in the following manner in separately sealed envelopes duly superscribed:

- a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART**
- b) PART – II: PRICE PART**

**PART – I** of the bid shall contain the following:

- a) Bid/Offer in hard copy as per the requirement of the Bidding Document duly signed and stamped on each page.
- b) Master Index enclosed with Request for Quotation duly signed and stamped by the bidders in token of having received and read all parts of bidding documents and having accepted and considered the same in preparing and submitting the bid.
- c) Earnest Money deposit as specified in Instructions to Bidders (ITB)

**PART – II** of the bid shall contain the following:

Bidder shall fill price in Schedule of Prices. In this part of bid, the bidder shall not stipulate any conditions. There shall not be any over writing.

## **BID ELIGIBILITY CRITERIA**

### **TECHNICAL:.**

The Bidder must have successfully executed/completed at least one (01) similar work like civil & structural works including RCC and structural steel works in an Industrial Plant under single work order/ contract having value not less than **Rs. 135.89 Lakhs** in the previous seven (07) years from the bid due date.

Note:

- (i) Order value shall be considered without taxes.
- (ii) Work order/ contract date should be within 07 years period from bid due date.

### **DOCUMENTS REQUIRED TO BE SUBMITTED IN SUPPORT OF BEC:**

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

- The bidder shall submit one Single Work order copy having Minimum executed/completed value **Rs. 135.89 Lacs** or **above** in the previous 07 years prior to the final due date of bid submission . The bidder must submit the proof of experience by providing the copy of complete work order and its completion/execution certificates issued by end user. The completion/execution certificate must contain the reference of work order no., completed/executed value and actual date of completion of work (if order is completed).
- In case the bidder is executing a rate contract which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value as mentioned in the above BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate along with Work order copy to this effect issued by the end user/owner. However, the bidder should submit the satisfactory work completion certificate issued by end user/owner after completion of the contract.
- A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed/completed in the previous 07 years for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed/completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.
- However bids of Joint venture / consortium/sub-contractor are not acceptable.

**BIDDERS ELIGIBILITY CRITERIA: (FINANCIAL CRITERIA)**

- (i) The annual turnover of the bidder should be at least value **Rs. 135.89 Lacs** or **above** in any one of the preceding three financial years (FY-2012-2013, 2013-2014 & 2014-2015).
- (ii) The financial Net Worth of the bidder should be positive as per the latest Audited Financial Statement. (FY 2014-2015)
- (iii) The bidder should have working capital of minimum value **Rs.27.18 Lacs** as per the latest audited financial year. (FY 2014-2015)

***The Bidder shall submit “Details of Financial Capability of Bidder” in the prescribed format (Annexure – Z) duly signed and stamped by Chartered Accountant.***

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

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

**2.4 EVALUATION METHODOLOGY:-**

**Evaluation & Comparison of bids**

The total prices for complete scope of work/services shall be evaluated as per SOR exclusive of applicable Service taxes. Award shall be done on Lowest technologically acceptable bid basis subject to fulfill the BEC conditions.

**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) Rs. |
|--------|----------------------|
| Year1: |                      |
| Year2: |                      |
| Year3: |                      |

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

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

Name of Audit Firm:  
Authorized Signatory]  
Chartered Accountant  
Date

[Signature of

Name:  
Designation:  
Seal:  
Membership no.

**Instructions:**

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 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”
- For above requirement of “Annual Turnover”: In case, the due date for bid submission is up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years. Similarly, for above requirement of “Financial Situation”: In case of tenders having the bid closing date up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate preceding financial year is not available, in such a case the audited financial results of the year immediately prior to that relevant financial year will be considered as last financial year for “Net Worth” and “Working Capital” calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year
- If bidder not submitting financial results of the immediate preceding financial year here the bid due date is up to 30th September, must confirm following:

|                                                                                     |               |
|-------------------------------------------------------------------------------------|---------------|
| “Audited financial results of immediate preceding financial year is not available”. | Confirmed { } |
|-------------------------------------------------------------------------------------|---------------|

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

**Bidder's Name:**  
**Tender No.:**

**Date:**

To  
Brahmaputra Cracker and Polymer Limited  
Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: \_\_\_\_\_ dated.....  
.....2015 for

....."name of job/supply) ,  
M/s.....(Name of the Bank with address)  
confirms availability of line of credit to M/s.....(Name of the bidder) for at  
least an amount of Rs.....Lakh for a period till completion of the said  
job (if awarded.)

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

Yours truly

For.....

(Authorized signatory)  
Name of the signatory :  
Designation:

## SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned above duly **attested by Chartered Engineer and notary public with legible stamp/ Chartered Accountant** towards the proof of meeting the Bid Evaluation Criteria (BEC) as stated above:

- Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in Exhibit 'A'.
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Attested copy of P. F. certificate.
- Attested copy of PAN Card.
- Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part-A.
- An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head 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".

**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.**

**Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender. Bidder who purchased the bids prior to Pre-bid will be given preference for queries & bidders should send the queries to the undersigned in email [mjduarah@bcplindia.co.in](mailto:mjduarah@bcplindia.co.in) on or before 2 days before the pre-bid meeting.**

All out-station bids, if sent by post, should be sent under registered cover. Any excuse regarding late delivery of bid due to any reason whatsoever will not be entertained.

Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of price bid opening.

Any change in bid after due date of submission of tender will not be considered.

**Miscellaneous Civil, Structural, and Architectural  
Works for Brahmaputra Petrochemical Complex**

Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered.

Please confirm that you have received the tender document and will be quoting for the tender items/jobs. In case you are not quoting for the same, please return complete set of tender documents.

The Bidder is required to submit the bid along with their covering letter under letter head disclosing the name and designation of authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail etc.

**ORDER OF PRECEDENCE:**

In case of an irreconcilable conflict between SOR, 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:

- a) SOR
- b) RFQ Covering Letter
- c) Instruction to Bidders
- d) Special conditions of contracts (Part B)
- e) Special conditions of contracts (Part A)
- f) General conditions of contracts

You are requested to depute your representative along with authorization letter at the time of bid opening.

Thanking you,

**M J DUARAH**  
**DY. MANAGER (CONTRACTS & PROCUREMENT)**  
**For BRAHMAPUTRA CRACKER & POLYMER LIMITED,**

[mjduarah@bcplindia.co.in](mailto:mjduarah@bcplindia.co.in)  
0373-2914635/11

**NOTE:**

1. Bidders are requested to fill all the Annexure as enclosed in the tender documents.
2. Bidders must sign & stamp on each page of tender document.

**EXHIBIT 'A'**

**CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF**

**TENDER**

|              |   |                                                                                                                          |
|--------------|---|--------------------------------------------------------------------------------------------------------------------------|
| NAME OF WORK | : | <b>MISCELLANEOUS CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR BRAHMAPUTRA PETROCHEMICALS COMPLEX OF M/S BCPL, ASSAM</b> |
|--------------|---|--------------------------------------------------------------------------------------------------------------------------|

**TENDER NO:** **BCPL/DIB/C&P/SER/R/20150184/MD**

| SN | TENDER REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S REPLY /<br>CONFIRMATION                                                                                                                                                                                                                                                                                                                   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | <p>The Bidder must have successfully executed/completed at least one (01) similar work like civil &amp; structural works including RCC and structural steel works in an Industrial Plant under single work order/ contract having value not less than <b>Rs. 135.89 Lakhs</b> in the previous seven (07) years from the bid due date.</p> <p>Note:</p> <p>(iii) Order value shall be considered without taxes.</p> <p>(iv) Work order/ contract date should be within 07 years period from bid due date.</p> <p><b><u>DOCUMENTS REQUIRED TO BE SUBMITTED IN SUPPORT OF BEC:</u></b></p> <p><b><i>For authentication of document(s), All document(s) in support of Technical Criteria of Bid Evaluation Criteria (BEC) (i.e., Work order &amp; completion / execution certificate) to be furnished by the bidders, shall necessarily to be certified /attested by Chartered Engineer and notary public with legible stamp.</i></b></p> <p>➤ The bidder shall submit one Single Work / Service order copy having Minimum executed/completed value as per <b>Table-X above</b> in the previous 07 years prior to the final due date of bid submission . The bidder must submit</p> | <p>1. a) WO details, subject, date:-<br/>_____<br/>_____<br/>_____<br/>_____<br/>_____<br/>–</p> <p>c)Completion certificate mentioning reference no., date &amp; value:-<br/>_____<br/>_____<br/>_____<br/>_____<br/>_____<br/>–</p> <p>d)Certified/attested by Chartered Engineer and notary public with legible stamp:-<br/>_____<br/>_____</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>the proof of experience by providing the copy of complete work/service order and its completion/execution certificates issued by end user. The completion/execution certificate must contain the reference of work/service order no., completed/executed value and actual date of completion of work/service (if order is completed).</p> <ul style="list-style-type: none"> <li>➤ In case the bidder is executing a rate contract which is still running and the contract value executed till one day prior to the due date of submission of bid is equal to or more than the minimum prescribed value as mentioned in the above BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate along with Work order copy to this effect issued by the end user/owner. However, the bidder should submit the satisfactory work completion certificate issued by end user/owner after completion of the contract.</li> <li>➤ A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed/completed in the previous 07 years for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed/completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.</li> <li>➤ However bids of Joint venture / consortium/sub-contractor are not acceptable.</li> </ul> <p><b><u>BIDDERS ELIGIBILITY CRITERIA: (FINANCIAL CRITERIA)</u></b></p> <p>(i) The annual turnover of the bidder should be at</p> |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                    |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>least value <b>Rs. 135.89 Lacs</b> or <b>above</b> in any one of the preceding three financial years (FY-2012-2013, 2013-2014 &amp; 2014-2015).</p> <p>(ii) The financial Net Worth of the bidder should be positive as per the latest Audited Financial Statement. (FY 2014-2015)</p> <p>(iii) The bidder should have working capital of minimum value <b>Rs.27.18 Lacs</b> as per the latest audited financial year. (FY 2014-2015)</p> <p><i>The Bidder shall submit “Details of Financial Capability of Bidder” in the prescribed format (Annexure – Z) duly signed and stamped by Chartered Accountant.</i></p> | <p>1<br/>2)<br/>_____<br/>_____</p> <p><b>IF WORKING CAPITAL IS LESS THAN LETTER FROM BANK NEED TO BE SUBMITTED DULY ATTESTED / NOTARIZED.</b></p> <p><b>ANNEXURE Z – SUBMITTED (YES / NO)</b></p> |
| 4 | Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Reference of document furnished</b>                                                                                                                                                             |
| 5 | <b>Power of Attorney</b> in favour of person who has signed the offer in stamp paper of appropriate value. (Signature of the person who sign the tender document should match with the attorney holder.)                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Reference of document furnished</b>                                                                                                                                                             |
| 6 | An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.11 of RFQ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Reference of document furnished</b><br><b>1.</b>                                                                                                                                                |
| 7 | Attested copy of PAN Card (attested / notarized)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                    |
| 8 | MSME / SSI certificate (attested / notarized) If applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>SUBMITTED / NOT APPLICABLE</b><br><b>Ref. No. &amp;</b>                                                                                                                                         |

**Miscellaneous Civil, Structural, and Architectural  
Works for Brahmaputra Petrochemical Complex**

|           |                                                                                                                 |                                                                   |
|-----------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
|           |                                                                                                                 | <b>Date</b> _____<br><b>SC / ST</b><br><b>MSE</b> _____(YES / NO) |
| <b>9</b>  | No deviation confirmation in the proforma enclosed.                                                             |                                                                   |
| <b>10</b> | Submit the tender with no deviation in Scope of work, schedule of rate, SCC-B & Technical specification.        |                                                                   |
| <b>11</b> | Acceptance of security deposit term & payment term.<br>NOTE – NO SECURITY DEPOSIT EXCEPTION FOR MSME/SSI, PSUs. | <b>1)</b><br><b>2)</b>                                            |
| <b>12</b> | SERVICE TAX PERCENTAGE                                                                                          | <b>As per SOR</b>                                                 |

Note:

Please note that the documents listed by you above only shall be considered for evaluation of your claim of meeting Bidder Evaluation Criteria & other requirements of the tender. Any other documents, not included above shall not be considered. Further please note that all the documents submitted should be attested by a Gazetted officer / Notarized.

Date:

Bidder's signature\_\_\_\_\_

**FORM - 1**  
**ANNUAL TURNOVER**

Annual Turnover data for the last 3 years:

| <b>YEAR</b>                | <b>AMOUNT</b> |
|----------------------------|---------------|
| YEAR I:<br>FINANCIAL YEAR: |               |
| YEAR 2:<br>FINANCIAL YEAR: |               |
| YEAR 3:<br>FINANCIAL YEAR: |               |

1. The information supplied should be the Annual Turnover of the bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER

- In case, the due date for bid submission is up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years. Similarly, for above requirement of “Financial Situation”: In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate preceding financial year is not available, in such a case the audited financial results of the year immediately prior to that relevant financial year will be considered as last financial year for “Net Worth” and “Working Capital” calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

## CHECK LIST FOR SUBMISSION OF DOCUMENTS

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Un-priced bid (Part-I)”.

**Please tick the box and ensure compliance:**

| SL. NO. | DETAILS OF DOCUMENTS                                                                                                                                                                     | BIDDER'S CONFIRMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01.     | EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.                                                                                   | <b>PART - A</b><br>EITHER DEMAND DRAFT<br>DD NO. _____<br>DATED: _____<br>DRAWN ON: _____<br>OR BANK GUARANTEE<br>BG NO. _____<br>DATED: _____<br>VALID UPTO: _____<br>(BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)<br><b>PART - B</b><br>EITHER DEMAND DRAFT<br>DD NO. _____<br>DATED: _____<br>DRAWN ON: _____<br>OR BANK GUARANTEE<br>BG NO. _____<br>DATED: _____<br>VALID UPTO: _____<br>(BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID) |
| 02.     | SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED IN SUBMITTED.                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 03.     | VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.<br>INCASE DATE OF OPENING EXTENDED, SUBSEQUENTLY BID VALIDITY EXTENDED ACCORDINGLY.   | YES<br>VALID UPTO: _____<br>AGREED: _____                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 04.     | POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP PAPER OF APPROPRIATE VALUE.                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 05.     | PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 06.     | COPY OF THE P. F. REGISTRATION CERTIFICATE ISSUED BY THE P. F. AUTHORITIES.<br>OR CONFIRMED THAT PF REGISTRATION CERTIFICATE SHALL BE PROVIDED BEFORE COMMENCEMENT OF WORK (IF AWARDED). | YES<br>EPF REGISTRATION NO: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 07.     | ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 08.     | NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 09.     | AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 38.2 OF SPECIAL CONDITIONS OF CONTRACT PART – A.                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10.     | ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 11.     | COPY OF PAN CARD DULY ATTESTED.                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12.     | BREAK-UP OF SERVICE TAX IN % AS PAYABLE BY SERVICE PROVIDER AND BY THE SERIVE RECEIPT, AS PER THE REVERSE CHARGE RULE SERVICE TAX                                                        | SERVICE PROVIDER _____ %<br>SERVICE RECEIPT _____ %                                                                                                                                                                                                                                                                                                                                                                                                                                |

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_

**FORM – II**  
**FINANCIAL SITUATION**  
**BIDDER MUST FILL THIS FORM**  
**FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR**

| DESCRIPTION                                                                              | FINANCIAL YEAR-<br>AMOUNT |
|------------------------------------------------------------------------------------------|---------------------------|
| 1. CURRENT ASSETS                                                                        |                           |
| 2. CURRENT LIABILITIES                                                                   |                           |
| 3. WORKING CAPITAL (CURRENT ASSETS<br>LESS CURRENT LIABILITIES)                          |                           |
| 4. NET WORTH<br>OWNERS FUNDS (PAID UP SHARE CAPITAL<br>AND FREE RESERVES & SURPLUS) (NW) |                           |
| 5. PROFITS BEFORE TAXES (PBT)                                                            |                           |
| 6. RETURN. ON EQUITY (PBT / NW) X 100                                                    |                           |

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the **last Audited Financial year**, as indicated above, complying with the following conditions?
  - All such documents reflect the financial situation of the bidder
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

**SEAL AND SIGNATURE OF BIDDER**

- In case, the due date for bid submission is up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years. Similarly, for above requirement of “Financial Situation”: In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate preceding financial year is not available, in such a case the audited financial results of the year immediately prior to that relevant financial year will be considered as last financial year for “Net Worth” and “Working Capital” calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

**(Within 7 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,  
DGM (C&P)  
ADMINISTRATIVE BUILDING  
BCPL Project Site  
Lepetkata-786006  
Dibrugarh, Assam

**SUBJECT: TENDER NO.: BCPL/C&P/DIB/SER/20150183/MD**

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 with PIN Code : .....  
.....  
.....  
(ii) Telephone Number : .....  
(iii) Telefax Number : .....  
(iv) Contact Person : .....  
(v) E-mail Address : .....  
(v) Mobile Number : .....

B) Details of Contact person:

(i) Postal Address with PIN Code : .....  
.....  
.....  
(ii) Telephone Number : .....

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(iii) Fax Number : .....

(iv) Contact Person : .....

(v) E-mail Address : .....

(vi) Mobile Number : .....

- 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 :

## **INSTRUCTIONS TO BIDDERS**

**NAME OF WORK: MISCELLANEOUS CIVIL, STRUCTURAL AND  
ARCHITECTURAL WORKS FOR BRAHMAPUTRA PETROCHEMICALS  
COMPLEX OF M/S BCPL, ASSAM**

**(TENDER NO. BCPL/C&P/DIB/SER/20150183/MD)**

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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 IV, 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 mentioned in RFQ.

**4. ONE BID PER BIDDER**

4.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has 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

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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.

**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). Please confirm the applicable Service Tax in SOR in the price bid. Bidder must submit the Cenvatable invoice to avail BCPL the Cen vat benefit on service tax. Failing which same shall be deducted from the invoiced amount.

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

The reimbursement of Service Tax & Cess will be again subject to reverse charge mechanism of amended Service Tax Rules as amended w.e.f 01.07.2012 if the bidder / Service Provider.

**CENVAT CREDIT**

- (i) Bidders shall provide required documents for availing Cenvat Credit applicable on Service Tax as per prevailing rules.

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(ii) If bidder is not a manufacturer, then if awarded, the bidder shall arrange documents so that CENVAT benefit towards supply of material is availed by BCPL. In such cases, material (as defined in SCC, if any) shall be consigned directly to BCPL.

(iii) For the tendered service, BCPL is entitled to avail the cenvat credit of service tax. Hence, owner (BCPL) will reimburse the service tax to the contractor at actual against the submission of cenvatable service issued in accordance with the service tax rule as owner (BCPL) to claim cenvat credit.

**INCOME TAX & OTHER TAXES:**

Income tax deduction shall be made from all payments of the contractor as per rules and regulation in force in accordance with the income tax act prevailing from time to time. Further, WCT if applicable shall be deducted. Labor cess @1% will be deducted under BOCWW cess act.

**EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX:**

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. In case the applicable amount towards VAT/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.

**7.1. ABNORMALLY HIGH RATES (AHR)**

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

## **B. BIDDING DOCUMENTS**

### **8. Content of Bidding Document**

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

### **9. CLARIFICATION OF BIDDING DOCUMENT**

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

### **10. AMENDMENT OF BIDDING DOCUMENT**

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

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

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

## **C. PREPARATION OF BIDS**

### **11. LANGUAGE OF BID**

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

## **12. DOCUMENTS COMPRISING THE BID**

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

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

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain all the documents as per the RFQ.

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

13.1 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 04 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 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.

16.9 For Indian Bidders: Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items/services 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**

17.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

17.2 The bidder is requested to submit their queries of tender document through e-mail/ courier so as to reach BCPL on or before the Pre-bid meeting date. These questions shall be replied during the Pre-bid meeting.

17.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

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

## **18. FORMAT AND SIGNING OF BID**

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

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

## **19. ZERO DEVIATION**

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

## **20. E-PAYMENT**

Not applicable

## **21. Agent/consultant/Representative/ Retainer/Associate**

Not applicable

## **D. SUBMISSION OF BIDS**

### **22. SEALING AND MARKING OF BIDS**

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

Part I - Techno-commercial/un-priced 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 Un-priced 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 not be opened.

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

### **27. PROCESS TO BE CONFIDENTIAL**

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

## **28. CONTACTING THE EMPLOYER**

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

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

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

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

- (a) meets the Bid Evaluation Criteria;
- (b) has been properly signed;
- (c) is accompanied by the required securities;
- (d) is substantially responsive to the requirements of the bidding documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

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

A material deviation or reservation is one

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

## **30. CORRECTION OF ERRORS / GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-**

The discrepancies in rate filled for various items shall be resolved in the following manner:-

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

### **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**

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.

#### **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 Period of contract shall be counted from the date as mentioned in the LOI / 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 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 9 of Special Condition of Contract & 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.

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

**43. ERRANT BIDDER:**

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

**44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:**

**Definitions:**

**A.1** "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

**A2** "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

**A3** "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

**A.4** "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

**A.5** "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

**A.6** "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ices.

**A.8** "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

**A.9** "Investigating Agency" shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

**B.2 Irregularities noticed after award of contract**

**(i) During execution of contract:**

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

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

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

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

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

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

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

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

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

**B.2.2 Period of Banning**

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

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

C.1 If an agency is put on Banning, such agency shall not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

**D. Procedure for Suspension of Bidder**

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

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

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

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

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

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

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

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

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

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

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

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

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

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

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

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

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

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

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

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

#### **45. Performance Rating & Evaluation:**

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

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

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

Very good  
Good  
Fair  
Poor

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

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

**F-15**

### **Vendor Rating Procedure - Instructions for allocation of marks**

Marks are to be allocated as under:

| <b>1.1 DELIVERY / COMPLETION PERFORMANCE</b>             |                       | <b>40 Marks</b> |
|----------------------------------------------------------|-----------------------|-----------------|
| <b>Delivery Period / Completion Schedule</b>             | <b>Delay in Weeks</b> | <b>Marks</b>    |
| 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               |
| <b>1.2 QUALITY PERFORMANCE</b>                           |                       | <b>40 Marks</b> |
| For Normal cases: No defects / No deviation / No failure |                       | 40 Marks        |

**Miscellaneous Civil, Structural, and Architectural  
Works for Brahmaputra Petrochemical Complex**

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

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## **SPECIAL CONDITIONS OF THE CONTRACT**

### **PART-A**

**DESCRIPTION:**

**NAME OF WORK: MISCELLANEOUS CIVIL, STRUCTURAL AND ARCHITECTURAL WORKS FOR BRAHMAPUTRA PETROCHEMICALS COMPLEX OF M/S BCPL, ASSAM**

**TENDER NO: BCPL/C&P/DIB/SER/20150183/MD**

**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 override 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.
- 1.5 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:**

BCPL, LEPETKATA, Dibrugarh, Assam.

### 3.0 **SCOPE OF WORK:**

The Scope of work shall be as per Special Conditions of Contract Part-B.

### 4.0 **TIME OF COMPLETION/PERIOD OF CONTRACT:**

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract 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:**

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

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

### 6.0 **EARNEST MONEY:**

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

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

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

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

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

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

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

## **8.0 SERVICE TAX:**

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

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (v) The name, address and registration number of the service provider
- (vi) The name and address of the recipient of the taxable service
- (vii) Description, classification and value of taxable service provided and
- (viii) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

## **9.0 SECURITY DEPOSIT:**

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within ten 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 initial or 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 (if any) shall be as per Special Conditions of Contract of Part-B.

**14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:**

**Miscellaneous Civil, Structural, and Architectural  
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- 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

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.

**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.

**20.00 SCHEDULE OF RATES:**

- 20.1 The quantities indicated in Schedule of Rates are just tentative. 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.

**21.00 COMPENSATION FOR DELAY:**

No compensation for extended stay is payable to contractor.

**22.00 TERMINATION OF CONTRACT:**

As per GCC Clause no. 29.

**23.00 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.

**24.00 SUPERVISION OF WORK:**

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

**25.00 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 one observed at all times during the execution of the job.

**27.00 NUISANCE:**

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

**28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:**

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

**29.0 CARE OF WORKS:**

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

**30.0 DEFENCE OF SUITS:**

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

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

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.

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- 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 7<sup>th</sup> 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.

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- 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 BPC, 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 :**

- 32.01 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.

32.02 The contractor shall arrange to make police verification of all contract labours /employees for working at 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 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.

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

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

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

**38.1 SUB LETTING OF WORK:**

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written

permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

**38.2 AFFIDAVIT:**

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

**39 PF REGISTRATION:**

Bidder should have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid or Confirmed That Pf Registration Certificate Shall Be Provided Before Commencement Of Work (If Awarded).

The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

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

40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of `Rs. 5,000.00 per occasion.

40.2 Violation as above resulting in:

40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of `Rs. 2, 00,000.00) per injury in addition to `Rs. 5,000.00 as in para 40.1.

40.4 Fatal accident, a penalty of 1% of the contract value (maximum of `Rs. 10, 00,000.00) per fatality is addition to `Rs. 5,000.00 as in para 40.1.

**41.0 Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers)**

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 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 applicable:

- 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 up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be

shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC / ST entrepreneurs. This quota is to be transferred to other MSEs in case of non - availability of MSEs owned by SC / ST entrepreneurs.

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

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..

#### **CA CERTIFICATE FORMAT FOR MSE TO WHOMSOEVER**

IT MAY CONCERN This is to Certify that M/s. \_\_\_\_\_ (Company Name) having its registered office at \_\_\_\_\_ (Address) is registered under MSMED Act 2006,. Entrepreneur Memorandum No. (Part-II) \_\_\_\_\_ dated \_\_\_\_\_, Category: \_\_\_\_\_(whether Micro or Small).

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Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. \_\_\_\_\_ (Lakhs) .

The above Investment of Rs. \_\_\_\_\_ Lacs is within permissible limit of Rs. \_\_\_\_\_ Lacs for \_\_\_\_\_ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. \_\_\_\_\_ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate..

The above format shall be printed on Statutory Auditors / CA's letter head, filled, signed and stamped 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.

**42.0 PRICE REDUCTION SCHEDULE:**

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

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\_\_\_\_\_

SCC-Part 'A' (ANNEXURE –I)

**NO DEVIATION CERTIFICATE**

**BRAHMAPUTRA CRACKER & POLYMER LIMITED  
LEPETKATA, DIBRUGARH, ASSAM**

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 agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

NAME : \_\_\_\_\_

BIDDER'S NAME : \_\_\_\_\_

COMPANY SEAL : \_\_\_\_\_

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

To,  
**THE ASSISTANT COMMISSIONER OF TAXES**  
**DIBRUGARH**

Sir,

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

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

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

\_\_\_\_\_

2. Date of the contract: \_\_\_\_\_.(LOA No. \_\_\_\_\_)

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

4..Place where the contract is to be executed : \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

Place : DIBRUGARH

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

(Signature with seal of the contractee)

BRAHMAPUTRA CRACKER AND POLYMER LTD  
SPECIAL CONDITIONS OF CONTRACT (PART-B)  
FOR CIVIL WORKS

## 1.0 GENERAL

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, **the provision (s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC** only to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that such and such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in- Charge, which will be binding on the CONTRACTOR.

## 2.0 LOCATION AND SITE CONDITIONS

- 2.1 **The site of proposed work is at BCPL Plant located at Lepetkata, Duliajan, Lakwa & Railway Siding**
- 2.2 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

- 2.3 The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications.
- 2.4 The various items to be operated has been dealt in schedule of rates attached with tender documents. **The rates should include supply of all materials, man power, equipment, consumables, taxes, duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and Schedule of Rates (SOR).**

### **3.0 AWARD OF WORK**

- 3.1 The price bid may consist of one or more parts/sub-heads depending upon the nature of work (s). The bidders are required to quote rates in figure as well as words. The bidders may note that the contract is not splittable & BCPL intends to award the entire work to a single bidder on overall lowest cost basis.

### **4.0 SUBLET OF WORK**

- 4.1 The contractor shall not sublet the contract, except with the written consent of the BCPL.
- 4.2 The drawings, conditions, specifications, Schedule of Rates (SOR) forming contract document are explanatory and are complementary to one another representing together with the work/installation to be carried out. In case of doubt, the matter shall be discussed with Company's engineer and necessary clarifications obtained. If neither the drawing nor the specifications, Schedule Of Rates (SOR) include any provisions which are absolutely necessary to complete the work as per drawings, the contractor shall provide the same, contained in any one viz (i) the drawings, (ii) the specifications and (iii) the Schedule Of Rates (SOR) but not specifically appearing in the other all such parts of the contract document and the work shall be executed accordingly.

### **5.0 WATER & POWER**

- 5.1 Construction water shall be provided by OWNER if available at a nominal cost to be decided by EIC; otherwise the CONTRACTOR, shall make all the arrangement for Construction Water at their sole cost and expense.
- 5.2 Construction power shall be made available by the Owner @ Rs 6/- per unit at one point within the plant premises. Further, distribution of network for Construction power as per requirement shall be done by the Contractor at his own cost. The construction power shall be made available to the Contractor subject to availability, and no time extension or compensation shall be payable in case of non-availability of the same. The Contractor shall within the contracted price make alternate arrangement to cope with such eventuality. Additional power, if required, to meet the contractual requirements, shall be arranged by the Contractor at its own cost.

### **6.0 SCOPE OF WORK**

The scope of work covered in this contract will be as described in **Annexure-I to SCC.**

### **7.0 SCOPE OF SUPPLY**

The scope of supply covered in this contract will be as described in **Annexure-II to SCC**.

## **8.0 TIME SCHEDULE**

- 8.1 **Total period of contract for this work will be for 12 months.** The contract period for the work shall be reckoned from the date as mentioned in letter of award. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge and submission of all reports as mentioned in the Technical Specifications. The period of completion given includes the time required for mobilization, demobilization and completion of work in all respects to the satisfaction of the Engineer-in-Charge.
- 8.2 Time is the essence of the contract and as such every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract.
- 8.3 A joint programme of execution of work will be prepared by the Engineer-in-Charge and CONTRACTOR. This programme will take into account the time of completion mentioned in clause 8.1 above.
- 8.4 Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the CONTRACTOR based on priorities and the joint programme of execution.
- 8.5 As referred to above. The CONTRACTOR shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction, Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.
- 8.6 CONTRACTOR shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Engineer-in-Charge.
- 8.7 BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days' notice to the contractor.

## **9.0 LABOUR LICENCE AND APPLICABLE LAWS**

- 9.1 Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh and furnish copy of the same to Owner.
- 9.2 **APPLICABLE LAWS**
- a) CONTRACTOR shall abide by and comply with, and secure compliance by his sub-contractors and vendors, with all applicable laws, of any governmental authority having jurisdiction over the WORK.

- b) CONTRACTOR shall obtain all licenses and permits, authorizations, visas, labour quotas and work permits required by any applicable laws, rules or regulations for him and his employees to perform the work and to do business.
- c) Upon CONTRACTOR'S request OWNER will provide reasonable assistance to secure requisite licenses and permits.
- d) CONTRACTOR shall be liable for and shall indemnify and hold harmless OWNER from and against any and all liabilities, damages, demurrages, claims, fines, penalties and expenses of whatever nature arising out of or resulting from violation by CONTRACTOR, his employees, agents, subcontractors or any other person of any applicable law and conditions of permits, licenses and clearances, or resulting from the misrepresentation, incorrect invoicing or under declaration of value on equipment, bulk materials or supplies under the CONTRACT.

#### **10.0 SITE CLEANING**

- 10.1 The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 10.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling upto the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of CONTRACTOR to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.
- 10.3 The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 10.4 The CONTRACTOR shall dispose of the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge.
- 10.5 The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge.
- 10.6 No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

#### **11.0 MEASUREMENT OF WORKS**

Measurement of work will be as described in **Annexure-III to SCC** shall apply.

#### **12.0 ON ACCOUNT PAYMENTS**

Payment shall be made as described in **Annexure-IV to SCC**.

#### **13.0 ROUNDING OFF**

All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction

consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

#### **14.0 FIRM PRICE**

The quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.

#### **15.0 TAXES AND DUTIES**

15.1 The value of Free Issue materials is **Nil**

15.2 The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. but excluding Entry Tax on Capital Goods permanently incorporated in the works. Entry Tax shall be paid by the Contractor for all other Goods. For tools & tackles brought in by contractor (which will not get transferred during execution of work contract) contractor has to bear the liability of entry tax. Further Contracted rates/prices are exclusive of service tax which shall be reimbursed by Owner at actual against submission of proff /documentary evidence for payment made towards service tax by contractor for work as per service tax rules. No price variation on account of any change in other Taxes, Duties, Levies, Octroi, Cess etc. including imposition of new taxes shall be allowed.

##### **15.2.1 Entry Tax:**

Entry Tax is exempted for Capital Goods permanently incorporated in the works during execution of work contract and for all other Goods, Entry Tax shall be paid by the Contractor. For tools & tackles brought in by contractor (which will not get transferred during execution of work contract) contractor has to bear the liability of entry tax.

##### **15.2.2 Works Contract Tax:**

The Contracted rates/prices shall be inclusive of Assam VAT component on Works Contract. Contractor may opt to the scheme of Works contract taxation as per their choice. Works Contract Tax as applicable will be deducted at source and TDS certificate shall be issued to the contractor.

##### **15.2.3 Service tax:**

a) Unit rates / Lump sum prices in the Schedule of Rates shall be exclusive of Service Tax. Bidders shall quote Service Tax in FORM SP-3 attached with this SOR.

b) Service tax shall be reimbursed to the CONTRACTOR at actual, against submission of proof/documentary evidence for payment made towards service tax in accordance with Service Tax Rules.

c) It is the responsibility of the CONTRACTOR to ascertain the applicable rules and follow the provisions of the Service tax including Government of India latest Notifications and its amendments, if any.”

d) Contractor shall indicate total service tax amount payable under the contract in the Form SP-3. However, if the services fall under the list of services defined in reverse charge mechanism, then the liability of

deposition of service tax to the tax authority by the Contractor and the Owner shall be dealt in accordance with Notifications issued by Government of India from time to time

e) 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

f) Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which Service Tax is applicable.

g) Wherever 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.

h) Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.

i) 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 14%) on total value of works contract.

#### **15.2.4 Central Sales Tax (CST):**

The Contracted rates/prices shall be inclusive of CST, wherever applicable, at applicable rate. BCPL will not issue 'C- Form' to the contractor.

#### **15.2.5 Custom Duty:**

The Contracted rates/prices shall be inclusive of Import Duties (CD+CVD+SAD) at the applicable Merit Rate of Duty. Owner shall not issue Project Authority Certificate (PAC)/ Import License. The contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by government of India.

#### **15.2.6 Excise Duty**

a) The Bidder quoted prices should be inclusive of Excise Duty and CVD/SAD. However Bidder shall also be required to quote the amount of Excise Duty and CVD/SAD under Form SP-4A & SP 4B respectively included in the quoted rates.

b) The classification of goods as per Central Excise Tariff should be correctly done to ensure that benefit (if any) is not lost to OWNER on account of any error on the part of the CONTRACTOR.

#### **15.2.7 Income Tax & Corporate Tax:**

a) Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time & TDS Certificate shall be provided.

b) Corporate Tax Liability if any shall be to Contractor's account.

**15.2.8 Construction Workers Welfare Cess:**

a) The contractor must be registered with the concerned authorities under the Building and other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

b) The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

c) Cess, as per the prevailing rate, shall be deducted at source from bills of the contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State. The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

15.3 Contractor shall provide CENVATABLE Documents, wherever applicable.

15.4 It is the responsibility of the CONTRACTOR to ascertain the applicable rules and follow the provisions of the Excise Act/ Service tax, Excise & Service Tax, CVD/SAD Rules as applicable from time to time and in case of lapse in following the appropriate procedure/submission of appropriate documents, which may result in disallowance of OWNER'S Cenvat claim (if applicable), the OWNER reserves the right to withhold the payment of Cenvatable duties. Consequently the price of supplies & services shall stand reduced to the extent to which CENVAT benefit, which would otherwise have been available to the OWNER, could not be availed of by the OWNER.

15.5 Notwithstanding the foregoing, Owner shall not bear any liability in respect of:

a) Personal taxes on the personnel deployed by the Contractors, his subcontractors and Agents, etc.

b) The Corporate Taxes in respect of Contractor and his Sub-contractors and other Agents, Indian or foreign based.

**15.6 Withholding, Accounting And Tax Requirements**

The CONTRACTOR shall withhold from wages and salaries of its agents, servants or employees all sums required to be withheld by the laws of India, and to pay the same promptly and directly when due to the proper authority (ies). The CONTRACTOR further agrees to comply with all accounting and reporting requirements under the laws of India, and to pay and bear the cost of such

compliance. Upon request by the OWNER, the CONTRACTOR will furnish OWNER evidence of payment of applicable withholding taxes in India.

**15.7 Registration of Contractor under AVAT**

As per Provision of section 47(4) of Assam VAT Act 2003, the contractor has to be a registered dealer under the Act. The contractor has to produce an authenticated copy of the certificate of registration under AVAT Act 2003 or furnish an undertaking for getting so registered.

**16.0 PROVIDENT FUND**

16.1 The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and register the establishment with the concerned Regional Provident Fund Commissioner before commencing the work. The CONTRACTOR shall deposit "Employees" and "Employers" contributions in the designated account with the designated Authority every month. The CONTRACTOR shall furnish along with each running bill, the challan/ receipt for the payment of provident fund made to the RPFC for the preceding month(s).

16.2 In case the Provident Fund Authority's receipted challan referred to above is not furnished, the OWNER shall deduct 5% (five percent) of the payable amount from the CONTRACTOR'S running bill and retain the same as a security for the payment of the Provident Fund. Such retained amounts shall be refunded to the CONTRACTOR only on production of challan/ receipt of the Provident Fund Authority for the period covered by the related deduction.

**17.0 SURVEY AND LEVEL/ SETTING OUT WORK**

17.1 It shall be Contractor's responsibility to locate existing Survey of India bench mark and to shift the existing benchmark to his work site to set out the necessary control points and alignment of the various works. The Contractor shall have to employ efficient survey team for this purpose and the accuracy of such setting outworks shall be the Contractor's sole responsibility.

17.2 The Contractor shall give the Engineer-in-Charge not less than 24 (twenty four) hour notice in writing of his intention to set out or give levels for any part of the work so that arrangement may be made for checking the same.

17.3 The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out of works.

17.4 The Contractor shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the work and shall rectify any errors or imperfections therein. The Contractor at his own cost shall carry out such rectifications, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

**18.0 STATUTORY APPROVALS**

18.1 The approval from any authority required as per statutory rules and regulations of Central / State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates

complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid for all inspections and approvals by such authorities, if any, should be included in the quoted price. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

## **19.0 SITE EXECUTION**

- 19.1 All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated. Sufficient stock of materials to be kept at site after approval of samples from Engineer-In-Charge.
- 19.2 **In case of urgency the workers may have to stay beyond normal working period as per instruction of EIC without any financial implication.** Further contractor shall provide one set of uniform and one pair of shoes per year at his own cost for the workers deployed (team deployed) at BCPL.

## **20.0 SCHEDULE OF WORK**

- 20.1 The extent and nature of work has been given in Schedule of Rates (SOR) to be read in conjunction with drawings (if any) and the contractor shall quote their rates clearly in figure and words. The rates quoted shall be for completed work in all respect and shall include all taxes, service tax, duties, material, and transportation of material, labors all overheads and profits, and nothing extra shall be paid except the rate quoted.
- 20.2 Dewatering of surface as well as subsoil water, wherever required to carry out the works shall be carried out by the CONTRACTOR and slopes for effective drainage shall be provided within the quoted rates.
- 20.3 Surplus excavated earth, materials; muck etc. shall be disposed of by the CONTRACTOR at his own cost to the places as directed by the ENGINEER-IN-CHARGE. The site shall be cleaned of all surplus material after execution quoted rates shall be deemed to be inclusive of all these provisions.

## **21.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR**

- 21.1 All materials, manpower, equipment and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

## **22.0 SUPERVISION OF WORK**

- 22.1 The Job comprises of manpower deployment in various works. As such the Contractor or his authorized representative shall be available at site during the progress of the work to supervise and instruct the workers accordingly to achieve the intended output & complete the work in totality.

## **23.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION**

- 23.1 During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement. The contractor shall be bound to execute them at the rates quoted by the contractor. BCPL also reserves the right to split the item/work in full or in part during its execution (depending upon exigencies of work) without assigning any reason thereof. The decision of Engineer-In-Charge shall be final and binding on the contractor in this regard.

## **24.0 EXTRA ITEM /SUBSTITUED ITEMS**

- 24.1 The rates for extra items/substituted items of work, ordered to be operated/executed shall be derived as per Clause available in GCC.
- 24.2 However for the analysis of rate on current market prices, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates (if available) or as per actual site requirements and prevailing engineering practices, as decided by the Engineer in Charge. The contractor shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

## **25.0 EMPLOYMENT OF LOCAL LABOUR**

- 25.1 The CONTRACTOR shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.
- 25.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

## **26.0 LABOUR**

- 26.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 26.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours. The construction area shall be properly illuminated so that work is performed safely and to achieve the required progress at construction site.
- 26.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-Contractor/s, his/ their servants, agents or employees.
- 26.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-Contractor/s, his/their servants, agents or employees.
- 26.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

- 26.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 26.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 26.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act., Contract labour(Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund Act, etc., and sanitary arrangement for the said Act. Health and sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-Charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.
- 26.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for **ASSAM Region** payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 26.10 The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the said works as if the labourer had been directly employed by him.
- 26.11 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall inter-alia include the following particulars of each worker:

- i) Name, works number and grade.
- ii) Rate of daily or monthly wage.
- iii) Nature of work on which employed.
- iv) Total number of days worked during each wage period.
- v) Total amount payable for the work during each wage period.
- vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
- vii) Wage actually paid for each wage period.

26.12 The Contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O. convention (No. 62) as far as they are applicable to the contract. The Contractor shall provide all necessary safety appliances e.g., goggles, helmets, masks, etc. to the workmen and the staff.

## **27.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK**

The labourers of CONTRACTOR must leave the location of the project site after the work is tapered off/ completed.

## **28.0 FUEL REQUIREMENT OF WORKERS**

Contractor shall ensure that the fuel requirement of the workers is arranged, to avoid any cutting of trees etc., in the area. This is as per the requirement of Central Pollution Control Board. Therefore, no fire wood is to be used by CONTRACTOR or Contractor's LABOUR.

## **29.0 RESPONSIBILITY OF CONTRACTOR**

- 29.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 29.2 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/ derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.
- 29.3 Preparing approaches and working area for the movement and operation of the cranes/ derrick, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint

himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.

- 29.4 The CONTRACTOR shall responsible for procurement and supply in sequence and at the appropriate time of all equipment / materials and consumables and his rates for execution of work will include of supply of all these items.
- 29.5 The contractor shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/ hindrance in working during monsoon season.

### **30.0 QUALITY ASSURANCE SYSTEM**

**30.1** The CONTRACTOR shall carryout various tests whenever required for construction either on field or at outside approved laboratories at his own cost as instructed by EIC.

### **31.0 MANPOWER TO BE MOBILISED**

- 31.1 Key Construction Manpower to be deployed by contractor shall be as per the Annexure- V to SCC

### **32.0 EQUIPMENTS, TOOLS & TACKLES**

- 32.1 Contractor must have the minimum tools, equipment and machinery required for proper and timely execution of jobs entrusted to him /her at site at all times.

### **33.0 TESTS AND INSPECTION OF WORKS**

- 33.1 The contractor shall furnish to the Engineer-In-Charge for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance. It is the responsibility of the contractor to arrange for tests as required by Engineer-In-Charge at his own cost. The material representing approved samples shall only be used for the construction and installation. Contractor shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of EIC.
- 33.2 The CONTRACTOR shall carry out the various tests on advised of EIC during construction and the technical documents that will be furnished to him during the performance of the work at no extra cost to the owner.
- 33.3 All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by the CONTRACTOR at his own cost.

### **34.0 COMPLETION DOCUMENTS**

- 34.1 The CONTRACTOR shall submit all the test results and related documents as part of completion documents.
- 34.2 The following documents in addition to documents specified in GCC shall also be submitted by the CONTRACTOR.

- a) Test Certificates from manufacturers for all supply materials.
- b) Any other drawing/ document/ report specified elsewhere in the bidding document.
- c) Test Certificate, Warrantee/Guarantee certificate and copies of Purchase Order with Prices blank from manufacturers for major supply materials.
- d) Batch Test Certificate from manufacturers for electrodes.
- e) 3 Sets of as built Construction Drawings/ Documents/ Reports.
- f) All other requirements as specified in the respective specifications.

### **35.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

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

### **36.0 COORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the CONTRACTOR. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the CONTRACTOR.

### **37.0 CLEARANCE OF SITE ON COMPLETION**

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all Contractors equipment, surplus material, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workman like condition to the satisfaction of the Engineer-in-Charge. Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period.

### **38.0 DEFECT LIABILITY PERIOD**

The tenderer shall guarantee all the work executed by him for a period of 1 year from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

However, in case of critical items, if the guarantee period is beyond defect liability period, then guarantee shall be applicable for that period also.

### **39.0 FINAL INSPECTION**

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to CONTRACTOR, these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to his notice by the OWNER. OWNER shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR if he fails to attend to these defects immediately.

### **40.0 MAKE OF MATERIALS**

Wherever an item is specified or described by a particular brand name, manufacturer or vendor, the specific item mentioned shall be for establishing type, function and quality desired. However final acceptance of equipment shall depend upon its conformity with the technical specification laid down in the bidding documents. The make of various materials should either be as specified in the Contract or should be as per Owner approved vendor list.

### **41.0 CONTRACTORS BILLING SYSTEM& BILL SUBMISSION**

- 41.1 Without prejudice to stipulation in Terms and Conditions of Works Contract, Contractor should follow following billing system.
- 41.2 The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by Owner. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractor will submit these data to Owner in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 41.3 Owner will utilize these data for processing and verification of the contractor's bill and payment.
- 41.4 The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge
- 41.5 Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill and after completion of all obligations under the contract. Payment for the Final Bill submitted by the contractor shall be released only after satisfactory completion of all works in all respects and certification by Engineer-in-Charge. Decision of Engineer-in-Charge regarding completeness of works, adherence to specifications etc shall be final & binding on the contractor.
- 41.6 The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid

only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.

41.7 Contractor has to furnish the below mentioned documents with the 1st RA bill:

- i. Power of attorney in the name of the signatory of the bill is required.
- ii. Copy of PAN card.
- iii. Copy of VAT registration certificate
- iv. Copy of Labour license for the said work
- v. Copy of provident fund registration certificate
- vi. Copy of registration under interstate migrant workers act. (if applicable)
- vii. Copy of registration under Assam building and other construction workers act.
- viii. Copy of last month EPF/ESI challan, duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
- ix. Certificate of minimum wages act compliance.
- x. Copy of contractors all risk policy.
- xi. Copy of workmen insurance policy.
- xii. Copy of insurance policy of plant and machinery engaged for the job.
- xiii. Certificate of WCT.

However the above list is only indicative in nature and the Contractor may be asked to provide additional documents, if required by Engineer-in-Charge for processing of bill

## **42.0 UNDERGROUND AND OVERHEAD STRUCTURES**

The information to possible extent regarding existing structures/ overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above Contractor may encounter other structures/ pipelines/ OFC etc. that may not be appearing on alignment sheet, the Contractor is required to collect such information on his own before commencing the work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Owner from and against any destruction thereof or damages thereto.

## **43.0 MECHANISED CONSTRUCTION**

43.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

43.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

#### **44.0 CHECKING OF LEVELS**

- 44.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 44.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

#### **45.0 PRICE VARIATION FOR STRUCTURAL STEEL, STEEL PLATES & REINFORCEMENT BAR**

There shall be no price variation on supply price of bulk steel material for site fabrication/construction for permanent incorporation in work i.e. for structural steel, steel plates & Reinforcement Bar etc and the rates quoted by the Contractor shall remain firm throughout the contract.

#### **46.0 WAREHOUSING**

In line with requirements specified in GCC and specifications, material shall be properly stored by Contractor in his warehouse to enable easy traceability, handling and preservation with all material having proper identification marks, colour coding etc. In case Contractor fails to follow the specified requirements, next payment due to the Contractor shall not be released till he complies with all the requirements

#### **47.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION**

- 47.1 CONTRACTOR to study the equipment layout and his scope of work carefully and accordingly workout the erection sequence and execution methodology of various equipment, piping structural and other facilities in the scope.
- 47.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the Contractor after obtaining prior approval of the Engineer-in-charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc. wherever required for reference. If a structural member needs to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of Engineer-in-charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-charge.
- 47.3 CONTRACTOR to note that work of other agencies will not be kept under hold for the purpose of release of work front for equipment erection and other works in CONTRACTOR's scope.

- 47.4 A well planned and feasible erection sequence shall be developed by the CONTRACTOR in such a way that it results into NO HOLD on nearby equipment foundations/civil and structural works or erection of any facility. CONTRACTOR will identify and indicate clearly the detailed erection sequence of various equipment for review / approval of OWNER on award of contract.
- 47.5 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in proper sequence so that orderly progress of the work is ensured and access routes for erecting the other equipment/facilities are kept open.
- 47.6 CONTRACTOR to mobilize Cranes and other resources, as required, to meet the sequence/ schedule of completion at no extra cost to OWNER.
- 47.7 The CONTRACTOR will indicate in the bid, the make and model of cranes proposed to be mobilized by him at site to work as main crane and trailing cranes. Erection of equipment by any other means other than cranes is not acceptable. Further, the Erection schemes proposing erection by Tandem lift method, Derrick arrangement, Strand Jack method and guy type crawler crane shall not be considered for any equipment.
- 47.8 Detailed erection scheme for all critical equipment will be developed and submitted by the CONTRACTOR on award of work for approval of Engineer-in-charge at site. All the Cranes and lifting tackles are subjected to load testing at site / should have valid load test certificates. For the purpose of load testing of cranes, the CONTRACTOR will submit a "Procedure for Load Testing of Cranes" to the Engineer-in-Charge. The actual load testing shall be carried out in accordance with the procedure, as approved by the Engineer-in-Charge. The CONTRACTOR at no extra cost to OWNER will arrange required loads for load testing purpose.
- 47.9 All lifting tackles to be used during erection shall be appropriately labelled/stamped for their safe working loads. The safe working loads mentioned on labels/ stamping on lifting tackles will be as per the latest test certificates, which will be made available by CONTRACTOR (in original) before actual use of such lifting tackles at site.

#### **48.0 COMPENSATION FOR EXTENDED STAY**

- 48.1 There shall be no compensation for extended stay.

#### **49.0 ACTION IN CASE OF SUBMISSION OF FALSE/FORGED DOCUMENT**

- 49.1 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).
- 49.2 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.

- 49.3 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.
- 49.4 Further, such bidder/ vendor/ contractor shall be put on Blacklist/ Holiday List of BCPL debarring them from future business with BCPL.

## **50.0 ELECTRICAL WORKS**

- 50.1 The CONTRACTOR shall have a valid electrical contractor's license for working in Assam State. The Contractor shall furnish a copy of the same to Engineer-in-Charge before commencement of any electrical work or work pertaining to Electrical System. No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR.
- 50.2 For other details regarding conformity to rules and regulations during execution of work, refer relevant technical specifications.

## **51.0 SUPPLY OF STEEL & CEMENT**

The Contractor shall purchase Steel & Cement from manufacturers or their stockists as per the list attached as **Appendix-VI to SCC**.

## **52.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS**

- 52.1 The works under this contract are to be carried out in areas within the near vicinity of operating plant. As such, CONTRACTOR is required to abide by safety and security regulations of OWNER enforced from time to time.
- 52.2 ENTRY PASSES
- 52.2.1 The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER. The photo entry passes shall be issued by OWNER for a maximum period of 3 months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case, temporary passes for
- Maximum period of 7 days may be issued.
  - Unutilized/ Expired entry passes shall have to be submitted immediately to OWNER.
  - In case of loss of any entry pass, the CONTRACTOR has to lodge FIR with local police station and inform the Engineer-In-Charge and shall have to pay Rs. 150/- against each entry pass. The CONTRACTOR is required to keep track of all entry passes issued and returned.

- d) Identity card issued by the Security Section should always be carried/ displayed by the CONTRACTOR's employee or person while working inside the Plant.

### 52.3 GATE PASSES

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

### 52.4 WORK PERMIT

- a. When the work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine/ tools/ equipment/ generator sets/ mixer machine/ drilling machine/ pumps/crane, fork lifter/ hand truck/ trailer, chipping/ breaking of rocks/concrete, hacksaw cutting and drilling, etc.
- b. Cold work permits are to be obtained for the jobs which are not coming under the category of hot work and where there is no risk of fire, viz, transportation/ backfilling of ordinary soil in manual process, piling testing, hydro testing, shuttering, fixing of reinforcement, hand mix concreting, plastering, brick work etc.
- c. According to nature of work and use of various types of equipment & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least 2 days before the work is planned to start. No work permit shall be issued by OWNER unless proper arrangement is made by the CONTRACTOR to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to the CONTRACTOR and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. These safety permits shall be issued at one point contact by OWNER.

### 52.5 VEHICLE PERMIT

- a. Permits are to be obtained separately for entry/use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:
  - i) Vehicle/Equipment etc. should be brought to site in good conditions.
  - ii) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.

iii) Valid operating / driving license of driver/operator.

**b. VALIDITY OF THE WORK PERMIT**

iv) Permit is valid for 24 hours.

v) No permit is valid if it is not renewed by the shift in charge/ shift representative in shifts (Morning & Evening)

vi) The permit shall be issued for a maximum period of one month and if extension is required, the CONTRACTOR has to apply for fresh permit.

vii) No permit is valid on holidays unless special permission is obtained from the competent authority.

**52.6 SAFETY REGULATIONS**

**a. Regarding work Permit**

i) The work shall be carried out inside the plant as per safety practices enforced by OWNER's safety section and instructions of Engineer-In-Charge issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit by In-Charge, Safety Section shall be considered.

ii) The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/ safety handbook is issued to the employee during the execution of work, failing which all the works at site shall be suspended.

**b. Regarding Hot work**

i) When doing hot work inside the plant the CONTRACTOR must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/hot metals from the booth made of asbestos cloth/sheet and wetting them with water. The CONTRACTOR must arrange sufficient number of fire hoses and firefighting equipment of approved quality at his own cost to carry out hot job inside the plant.

ii) Welding & electrical cables should be of approved quality, and no jointing and loose connection shall be permitted.

iii) At the end of the working day the CONTRACTOR must inform electrical section to switch off power at sub-station end.

iv) The CONTRACTOR must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the plant.

c. Regarding use of Vehicle

- i) Vehicle must not ply on any road within the plant at speed exceeding 20KM/hr.
- ii) Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15KM/hr inside the plant.
- iii) No crane is allowed to move inside the plant with load.
- iv) No vehicle is allowed to park inside the plant.

**53.0 SURPLUS MATERIALS**

Surplus civil construction materials comprising sand, cement, bricks, stones, aggregates and the products of dismantling the Temporary Works erected by the CONTRACTOR shall vest in and belong to the CONTRACTOR upon Completion of the Works and/or earlier termination of the Contract for any cause, with right in the SUBCONTRACTOR, subject to the other terms & conditions of the Contract, to remove the same from the job Site, subject to satisfactory proof of supply. No other surplus material will be allowed to be removed from the Site and shall be deemed to be the property of owner and the same shall be transported properly to Owner's store or as directed by Owner. The Contract Price quoted by the Contractor shall be deemed to include the cost of all surplus materials which are deemed to be the property of Owner.

**54.0 OWNER'S DOCUMENTS**

- 54.1 CONTRACTOR acknowledges that OWNER shall not be bound to provide him with any document other than those OWNER supplied documents as comprehensively mentioned in the Bidding Documents or mutually agreed during the Kick-off meeting.
- 54.2 CONTRACTOR acknowledges that all and any of same received before the Fax of Acceptance are fit and sufficient for their purpose. OWNER'S documents provided to CONTRACTOR shall remain the property of OWNER. They shall not, without prior APPROVAL, be used copied or communicated to any third party unless necessary for the performance of the WORK and such third party agrees to be bound by the provisions of this clause

**55.0 ORDER OF PRECEDENCE**

- 55.1 In case of ambiguity in Schedule of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:
  - (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
  - (b) Schedule of Rates (SOR)
  - (c) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
  - (d) Special /Additional conditions of contract.
  - (e) General conditions of contract.

## **56.0 COMPLETION CERTIFICATE**

- 56.1 Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-In-Charge.
- 56.2 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, 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.
- 56.3 Such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

## **57.0 SPECIAL NOTE AGAINST HOUSEKEEPING**

- 57.1 The contractor should take all necessary care while working that no trap, pipeline item get choked /electrical lines, installations damaged. In case the traps, pipelines/ drain get choked or anything gets damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.
- 57.2 The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & it's persons from above claim or fine etc., imposed by any private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.
- 57.3 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligation.

BRAHMAPUTRA CRACKER AND POLYMER LTD  
SCOPE OF WORK  
ANNEXURE-I TO SCC (PART-B)

## **SCOPE OF WORK**

### **1.0 INTRODUCTION**

- 1.1 M/s Brahmaputra Cracker and Polymer Limited (BCPL), a joint venture of M/s GAIL (India) Ltd., M/s OIL India Ltd. (OIL), M/s Numaligarh Refineries Ltd. (NRL) and Assam Govt. has set up a Petrochemicals Complex at Lepetkata, Distt. Dibrugarh, Assam, comprising of a Gas Sweetening unit, C2+ Liquid recovery unit, Gas+ Naptha based Ethylene Cracker Unit, C4Hydrogeneration unit, Pyrolysis Gasoline unit, LLDPE/HDPE unit and PP unit. The Complex is spread over 3000 Bighas of Land at Lepetkata, and situated at approximately 15 Kilometers away from Dibrugarh.
- 1.2 Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.
- 1.3 Rates shall include all cost for the performance of the 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 work which could be reasonably implied/ inferred from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

### **2.0 GENERAL SCOPE OF WORK**

- 2.1 The scope of work in general includes scope of work specified in Technical Section and Schedule of Rates. The work shall be of the following nature:
- 2.2 Miscellaneous Civil & Structural works in and within the plant such as supply/fabrication/installation/construction of
  - i. Structural Cross Over, Valve Operating Platform, Pipe Supports etc,
  - ii. Gratings & hand railings,
  - iii. RCC pavement or access,
  - iv. Manhole cover fixing, road repairing, ERC/IRC, Restoration of damaged architectural works like flooring, tiles fixing, repairing of damaged sewer line/GI drinking water line /false ceiling, false flooring etc,
  - v. Repainting of plant & non-plant buildings,
  - vi. Boundary wall repair with Entrance Gate,
  - vii. Removing of Precoated GI Sheet and Re-fixing/replacing the same at different buildings,
  - viii. Removing of false Ceiling, False Flooring for laying Cables, Pipes, AC Duct etc and refixing the same in proper orientation,
  - ix. RCC, PCC, Brick Work dismantling by Jack hammer, Core Cutter etc,
  - x. Anchor Fastener,
  - xi. Dismantling of Structural members and re-erection with the same material after edge preparation, grinding and welding
  - xii. Pavers Block footpath for access around buildings.

**Miscellaneous Civil, Structural, and Architectural  
Works for Brahmaputra Petrochemical Complex**

- xiii. PCC in flare area & pathways to valves & hydrants etc
  - xiv. Road Work
  - xv. Miscellaneous RCC work etc.
- 2.2 Further above list of work is only indicative in nature and may include any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge, which could be reasonably implied from the contents of the Bidding Document.

BRAHMAPUTRA CRACKER AND POLYMER LTD  
SCOPE OF SUPPLY  
ANNEXURE-II TO SCC (PART-B)

**SCOPE OF SUPPLY**

- 1.0 The Contractor's and Owner's scope of supply shall be as specified in document of Technical Section and Schedule of Rates enclosed with the Bidding Document.

BRAHMAPUTRA CRACKER AND POLYMER LTD  
MEASUREMENT OF WORK  
ANNEXURE-III TO SCC (PART-B)

## MEASUREMENT OF WORK

### 1.0 GENERAL

- 1.1 The mode of measurement shall be as per the details mentioned in this Annexure.
- 1.2 In case of discrepancy between measurement of work specified in this Annexure, Standard Specification/ Job Specification, Schedule of Rates etc., precedence shall be given in following order:
  - a) Measurement of works as per this Annexure of SCC.
  - b) Measurement of works as mentioned in Standard Specification/Job Specification.
  - c) Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.
  - d) In case the clarity is not in the above documents, then it shall be as per BIS and if it does not exist in BIS also, then Measurement of works shall be as decided by Engineer-in-Charge.
- 1.3 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-Charge.
- 1.4 Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, Contractor shall take physical measurements in the presence of Engineer-in-Charge.
- 1.5 Measurements will be made on the basis of following units indicated in unit column of schedule of rates.
  - a) Weights - MT or Kg
  - b) Length - KM/M (Metre)/ CM (Centimetre)/ MM (Millimetre)
  - c) Number - No.
  - d) Volume - Cu.M
  - e) Area - Sq.M
- 1.6 Wherever the unit of items has been indicated as lump sum, the payment shall be made on lump sum basis after completion of work and mode of measurement shall not be applicable for such items.

## **2.0 GENERAL CIVIL AND STRUCTURAL WORKS**

- 2.1 The measurement of works as mentioned in the relevant Technical/Standard Specification shall be followed.

BRAHMAPUTRA CRACKER AND POLYMER LTD  
TERMS OF PAYMENT  
ANNEXURE-IV TO SCC (PART-B)

## **TERMS OF PAYMENT**

### **1.0 MOBILIZATION ADVANCE**

1.1 No Mobilization Advance shall be payable.

### **2.0 SECURED ADVANCE ON MATERIALS**

2.1 No Secured Advance shall be payable.

### **3.0 ON ACCOUNT PAYMENTS**

3.1 Progress Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery of mobilization advance including interest charges accrued thereon. The basis for payment against various items shall be below:

#### **3.2 CIVIL /STRUCTURAL AND ALL OTHER WORKS**

- 95% on completion of work as certified in monthly progress bill.

- 05% on completion of all works in all respects and issuance of Completion Certificate.

3.3 The above progress payments are subject to deductions towards income tax, and other deductions/retentions as applicable as per terms of the Contract.

BRAHMAPUTRA CRACKER AND POLYMER LTD  
MANPOWER DEPLOYMENT  
ANNEXURE-V TO SCC (PART-B)

**KEY CONSTRUCTION MANPOWER TO BE DEPLOYED BY THE CONTRACTOR FOR  
MISCELLANEOUS CIVIL/ STRUCTURAL WORKS FOR ALL UNITS AND OFFSITES  
AREAS OF BRAHMAPUTRA PETROCHEMICAL PROJECT ASSAM OF M/s BCPL**

**MANPOWER REQUIRED**

| <b>Sl No.</b> | <b>Details</b>                   |
|---------------|----------------------------------|
| <b>1</b>      | RCM / SITE-IN-CHARGE             |
| <b>2</b>      | QA/QC PERSONNEL                  |
| <b>3</b>      | SAFETY PERSONNEL                 |
| <b>4</b>      | DISCIPLINE ENGINEER/ SUPERVISORS |
| <b>5</b>      | BILLING PERSONNEL                |

**NOTES:**

- 1) Contractor is to deploy sufficient and adequate no. of executives/staff for timely completion of work. Contractor is required to augment the above list with additional numbers/categories of personal as required and /or as directed by Engineer – in - Charge to complete the work within completion time schedule and quoted price.
- 2) The Key Construction personal identified above shall be well qualified and having adequate relevant experience.
- 3) CV of key construction personal proposed to be deployed shall be submitted to EIC prior to their mobilization at site for approval.
- 4) Above manpower to be mobilized within 15 days of award of work.

BRAHMAPUTRA CRACKER AND POLYMER LTD  
SUPPLY OF STEEL AND CEMENT  
ANNEXURE-VI TO SCC (PART-B)

## SUPPLY OF STEEL & CEMENT

### Contract Clause for Structural Steel

1. Structural steel shall be procured from manufacturers having valid BIS license. Structural steel shall conform to IS: 2062 & IS: 808 and will meet the technical specifications of the contract. This shall be subject to establishment of correlation with manufacturer's MTC for conformance to the applicable code.
2. In case of non-availability of Structural steel from the listed Manufacturer (SAIL, TISCO, RINL, ESSAR, JINDAL, JSIW steel & other listed Manufacturer in the CPWD approved list), Engineer In Charge may accord Project specific approval to the Contractor to use structural steel procured from other reputed manufacturer of structural steel fulfilling the Technical requirements. However, such approvals shall be considered subject to the contractor offering rebate as per following:

Rebate rate per MT shall be difference in Base Price for Structural Steel as per the Memorandum issued by CPWD corresponding to the period of procurement of structural steel by contractor (sample Memorandum attached) and the price of Structural Steel as per the tax invoice of the material procured by contractor from other than listed Manufacturer.

Note:

- a) For working out the rebate rate, price of structural steel as per tax invoice exclusive of taxes & duties shall be considered.
  - b) The sample memorandum of CPWD mentioned above shall be applicable irrespective of the geographical locations.
3. In addition to establishment of traceability with manufacturer's MTC, for structural steel procured from other than listed manufacturers, for each category/size of steel procured, one sample from every 50 Tons or part there of shall be drawn and tested.
  4. In case of assorted lot, sample shall be drawn from each lot, irrespective of lot size.

Approved manufacturers of cement and the methodology for procurement of cement

1.1 List of Approved Manufacturer of Cement:

| Sl No | Name of Company   | Product                                                                       |
|-------|-------------------|-------------------------------------------------------------------------------|
| 1.    | ACC               | All types of cements having validity of BIS approval on the date of ordering. |
| 2.    | Ultra tech cement | All types of cements having validity of BIS approval on the date of ordering. |
| 3.    | Vikram Cement     | All types of cements having validity of BIS approval on the date of ordering. |
| 4.    | Shri Cement       | All types of cements having validity of BIS approval on the date of ordering. |
| 5.    | Gujarat Ambuja    | All types of cements having validity of BIS approval on the date of ordering. |
| 6.    | Jaypee Cement     | All types of cements having validity of BIS approval on the date of ordering. |
| 7.    | Century Cement    | All types of cements having validity of BIS approval on the date of ordering. |
| 8.    | JK (Laxmi) cement | All types of cements having validity of BIS approval on the date of ordering. |

1.2 Contract Clause For Procuring Cement From Non Listed Manufacturers

In case of non-availability of cement from the listed Manufacturers as above and forming part of the contract, Engineer In Charge may accord Project specific approval to the Contractor to use Cement procured from other reputed manufacturer of Cement subjected to fulfilling Technical requirements as per clause 1.3.

1.3 Technical Requirements Applicable To Cement

- Availability of valid BIS license.
- Availability of valid ISO Certification from recognized body.
- Test certificates of the products from the reputed laboratories accredited by NABL.
- Infrastructural & testing facilities with methodology of Quality control of products.
- List of products being manufactured in the plant.

**Miscellaneous Civil, Structural, and Architectural  
Works for Brahmaputra Petrochemical Complex**

- The contractor shall furnish documentary evidence towards non availability of cement from the listed suppliers.
- The cement manufacturing plant must have the Capacity of production not less than 1 MMTPA.
- Cement procured shall meet the provisions of relevant IS codes for respective grade / type of cement and shall have IS mark on them.
- The contractor shall furnish manufacturer's test certificates to the Engineer-in-Charge in respect of all supplies of cement brought by him to site for incorporation in permanent work
- In addition to verification of delivery orders and delivery challans of the cement manufacturer, samples shall be taken and got tested by the Engineer-in-Charge in an approved test house as per the provisions laid down in EIL Specifications/BIS codes. The sample size shall be as under in case of Cement.

| Type of cement | For Consignment below 100 MT              | For Consignment above 100 MT              |
|----------------|-------------------------------------------|-------------------------------------------|
| All types      | One sample for each 25 MT or part thereof | One sample for each 40 MT or part thereof |

- The cost for all the tests shall be borne by the contractor. In case the test results indicate that the cement arranged by the contractor does not conform to the specifications, the same shall stand rejected as per discretion of EIC, and shall be removed immediately from the site of work by the contractor at his own expense and without any claim for compensation due to such rejection.

Approved manufacturers for TMT Bars and Methodology for obtaining rebate

1.1 List of Approved Manufacturer of TMT bars:

| Sl No | Name of Company              | Product                                                                    |
|-------|------------------------------|----------------------------------------------------------------------------|
| 1.    | SAIL                         | All types of bars having validity of BIS approval on the date of ordering. |
| 2.    | RINL                         | All types of bars having validity of BIS approval on the date of ordering. |
| 3.    | TATA STEEL LTD (TSL)         | All types of bars having validity of BIS approval on the date of ordering. |
| 4.    | JINDAL STEEL & POWER LIMITED | All types of bars having validity of BIS approval on the date of ordering. |
| 5.    | JSW STEEL LIMITED            | All types of bars having validity of BIS approval on the date of ordering. |

1.2 Contract Clause For Obtaining Rebate On TMT Reinforcement Bars

In case of non-availability of steel from the listed Producers as above and forming part of the contract, Engineer In Charge may accord Project specific approval to the Contractor to use TMT reinforcement bars procured from other reputed producers of TMT bars subjected to fulfilling Technical requirements. However, such approvals shall be considered subject to the contractor offering rebate as per following:

Difference in Base price of TMT reinforcement bars procured from “Primary Manufacturer” (Listed) & “Secondary Manufacturer” (Non Listed) shall be as per Memorandum issued by CPWD (Sample Memorandum attached for reference and available on CPWD website) & shall be considered as rebate rate per MT.

The Memorandum of CPWD as applicable on the date of receipt of material at site shall be considered for working out the rebate rate. Base price of TMT bars issued by CPWD shall be applicable for all types/grade of reinforcement bars. The sample memorandum of CPWD mentioned above shall be applicable irrespective of the geographical locations.

1.3 Technical Requirements Applicable To TMT Bars

- Availability of valid BIS license shall be verified from BIS website.
- Availability of valid ISO Certification from recognized body.
- Inspection reports of the products from the reputed third party inspection like DNV, LRS, CEIL, TU, BV, etc.
- Infrastructural and testing facilities with methodology of quality control of products.
- List of products being manufactured in the plant.

**Miscellaneous Civil, Structural, and Architectural  
Works for Brahmaputra Petrochemical Complex**

- The contractor shall furnish documentary evidence towards non availability of TMT bars from the listed suppliers
- Materials supplied by producers having Integrated steel plants shall have capacity of production of crude steel of 0.5 million tons per annum
- The producers must have valid license from BIS to produce High Strength Deformed (HSD) rebars / TMT bars conforming to IS: 1786. In addition to BIS license for HSD rebars, the producers must have valid license from any of the firms Temporal, Thermex, Evcon Turbo & Turbo Quench to produce Thermo-Mechanically Treated (TMT) rebars and shall conform to the specifications laid by these firms for particular grade of TMT rebars.
- Steel material procured shall meet the provisions of IS: 1786 for respective grade of TMT rebars like Fe500, Fe500D, etc. and shall preferably have IS mark on them.
- The contractor shall furnish manufacturer's test certificates to the Engineer-in-Charge in respect of all supplies of rebars brought by him to site for incorporation in permanent work.
- In addition to verification of delivery orders and delivery challans of the steel manufacturer, samples shall be taken and got tested by the Engineer-in-Charge in an approved test house duly witnessed by Reputed third party agency like DNV, LRS, CEIL, TU, BV, etc. as per the provisions laid down in EIL Specifications/BIS codes. The sample size shall be as under in case of TMT bars.

| Size of Bar            | For Consignment below 100 MT              | For Consignment above 100 MT              |
|------------------------|-------------------------------------------|-------------------------------------------|
| Under 10 mm dia bars   | One sample for each 25 MT or part thereof | One sample for each 40 MT or part thereof |
| 10mm to 16 mm dia bars | One sample for each 35 MT or part thereof | One sample for each 45 MT or part thereof |
| Over 16 mm dia bars    | One sample for each 45 MT or part thereof | One sample for each 50 MT or part thereof |

The cost for all the tests and the test certificates shall be borne by the contractor. In case the test results indicate that the rebars arranged by the contractor does not conform to the specifications, the same shall stand rejected as per discretion of EIC, and shall be removed immediately from the site of work by the contractor at his own expense and without any claim for compensation due to such rejection

**Other documents of SCC-Part-B is available at Volume-II attached herewith.**

**Volume-II**

Section-I

- Technical Documents: Specification, Standards & Drawings.

Section-II

- Master list of documents
- Standard Specification Civil and structural Works : General scope.
- Standard Specification Civil and structural Works : Materials.
- Standard Specification Civil and structural Works : Structural Steel Works.
- Standard Specification Civil and structural Works : Demolition and Dismantling

Section-III

- Standard Specification Civil and structural Works : Miscellaneous Items

Section –IV

- Standard Specification for Roof Treatment.

Section-V

- Standard Specification for Inspection, Flushing and Testing of Piping Systems.

Section-VI

- Inspection & Test Plan (ITP) for Civil, structural & Architectural Works ( Item rate contracts with categorization)

**Part-II**  
**SCHEDULE OF RATE**  
**(SOR)**

**MISCELLANEOUS CIVIL, STRUCTURAL AND ARCHITECTURAL  
WORKS FOR BRAHMAPUTRA PETROCHEMICALS COMPLEX OF  
M/S BCPL, ASSAM**

