



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

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

FOR

OPEN DOMESTIC COMPETITIVE TENDER

NAME OF SERVICE:

**ANNUAL MAINTENANCE SERVICE CONTRACT FOR
CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES
IN**

PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II)

AND

**PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS &
OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING,
INTAKE WELL AND CENTRAL WORKSHOP OF M/S.
BRAHMAPUTRA CRACKER & POLYMER LIMITED AT
LEPETKATA-ASSAM**

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: 3rd Floor, GTI; 24, Sector 16A; NOIDA 201 301: Tel: 0120 2513102

www.bcplonline.co.in

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF SERVICE: ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM

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

**SUBMISSION DUE DATE : 19/10/2015
& 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

MASTER INDEX

S.N. DESCRIPTIONS

1. CUT – OUT SLIP

VOLUME – 1 (COMMERCIAL PART)

2. MASTER INDEX

3. REQUEST FOR QUTATION

4. EXHIBIT 'A' AND CHECK LIST FOR SUBMISSION OF DOCUMENT

5. FORMAT FOR FILLING OF ANNUAL TURNOVER, POSITIVE NET WORTH,
RETURN ON EQUITY, WORKING CAPITAL ETC TO BE ATTACHED.

6. EXHIBIT 'B': ACKNOWLEDGEMENT CUM CONSENT LETTER

7. INSTRUCTIONS TO BIDDERS

8. SPECIAL CONDITIONS OF CONTRACT- PART-A

9. SPECIAL CONDITIONS OF CONTRACT- PART-B & SCOPE OF WORK

10. GENERAL CONDITIONS OF CONTRACT

11. SCHEDULE OF RATES

REQUEST FOR QUOTATION (RFQ)

(Tender no. BCPL/C&P/DIB/SER/20150184/MD)

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

A)	NAME OF WORK	:	ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN <u>PART-A:</u> UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND <u>PART-B:</u> DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM
		:	<u>PART-A:</u> UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II). <u>PART-B:</u> DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP.
B)	CONTRACT PERIOD	:	12 (Twelve) MONTHS
C)	BIDDING DOCUMENT ON SALE	:	From 28/09/2015 , 9AM – 19/10/2015, 2-00PM
D)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	`Rs. 5,000/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs, MSE are exempted from payment of tender fee.
E)	EARNEST MONEY DEPOSIT	:	For Part A - `Rs. 8,94,000/-</b> <b>For Part B - `Rs. 13,80,000/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs, MSE are exempted from payment of tender fee.
F)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 06/10/2015 , in ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
G)	DATE & TIME FOR RECEIPT OF BID	:	19/10/2015 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	19/10/2015 at 15.00 Hrs. in the presence of bidder's representatives if they present.
I)	PLACE & SUBMISSION OF BID	:	DGM (C&P), ADMINISTRATIVE BUILDING, BCPL PROJECT SITE PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM

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.

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) and BCPL (www.bcplonline.co.in) & CPP Portal, bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document 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 super scribed:

- 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.

1.1 BIDDERS ELIGIBILITY CRITERIA: (TECHNICAL)

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

i) **“Mechanical Maintenance Jobs”**

And /or

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

And/or

iii) **“Process plant O&M (operation and maintenance) jobs”**

in a Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/Chemical Plant / Power Plant/Gas Processing Complex / LPG Plant/ Offshore platform Processing Complex during preceding/previous seven (07) years to be reckoned from due date of bid submission.

BEC minimum qualifying value shall be excluding applicable taxes.

Table X:

SL NO	SOR DETAILS	AREAS & UNITS	MINIMUM QUALIFYING VALUE OF SINGLE WORK/SERVICE ORDER VALUE EXCLUDING APPLICABLE TAXES
a.	PART-A	UPSTREAM { Areas are-GSU/C2+ Recovery, ECU-I & ECU-II}	Rs. 2,23,46,498.00
b.	PART-B	DOWNSTREAM {LDPE, PPU, & PTD}, CPP, OFFSITE & IOPs { INCLUDING DM plant, N2 Plant, RWTP, ETP, CT-I /CT-II; Offsites & Pipelines, Railway siding, Intake Well and Central Workshop}	Rs. 3,44,79,806.00

Notes: 1. Bidders quoting for either Part A or Part B and furnishing at least one single work/service order having value as per Table –X above, shall qualify for that part only, subject to meeting other BEC criteria.

2. Bidders quoting for both Parts A and B, but furnishing at least one single work order having value greater than Rs. 3,44,79,806.00 shall be eligible for award of work for only one part (i.e. either Part-A or Part-B) on least cost basis to BCPL, subject to meeting other BEC criteria.

3. Although bidders are allowed to participate in both parts (i.e. Part-A & Part-B), their bids shall be considered for only for one part (i.e. either Part-A or Part-B) subject to fulfilling other BEC criteria.
4. Part – A and Part- B shall be awarded to two separate bidders on least cost basis to BCPL against the entire tender i.e. if one bidder is considered for award of Part A or Part B on least cost basis then their bid will not be considered for award of remaining Part.

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 / Service order copy having Minimum executed/completed value as per **Table-X 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/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).
- 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.

2.3 BIDDERS ELIGIBILITY CRITERIA: (FINANCIAL CRITERIA)

- (i) The annual turnover of the bidder should be at least value as mentioned in any one of the preceding three financial years (FY-2012-2013, 2013-2014 & 2014-2015).

Annual Turnover of bidders

Sl. No	SOR Details	Annual Turn Over
1	QUOTED FOR PART – A	Rs. 2,23,46,498.00
2	QUOTED FOR PART – B	Rs. 3,44,79,806.00

- (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 as mentioned below as per the latest audited financial year. (FY 2014-2015)

Working Capital of Bidders

Sl. No	SOR Details	Working Capital (RS.)
1	QUOTED FOR PART – A	44,69,299.60
2	QUOTED FOR PART – B	68,95,961.00

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

1. The Bidders are allowed to quote for both parts (i.e. Part –A & Part-B). Accordingly, they are required to fulfil / qualify the Bidder evaluation criteria detailed in Bid Evaluation Criteria (BEC).
2. The total prices for complete scope of work/services in SOR Part-A & SOR Part-B shall be evaluated separately part wise exclusive of applicable taxes. Award shall be on Part wise basis (i.e. Part-A & Part –B separately) to two different bidders on Lowest techno-commercially acceptable bid basis considering the least cost to BCPL for entire tender as under:

- (i) If a bidder quote for single part (i.e. either Part-A or Part-B) and happens to be L1, the job shall awarded accordingly.
- (ii) If a bidder quotes for both parts (i.e. Part-A and Part-B), also qualifies for the both parts (i.e. Part A and Part B) and happens to be L1 for both parts, order shall be issued to such bidder for only one part (either Part-A or Part-B) on least cost basis to BCPL against entire tender. Once certain part is awarded to such LI bidder, the bidder ceases to be lowest bidder for other part.
- (iii) If a bidder quotes for both the parts (i.e. Part-A and Part-B) , also happens to be L1 for both parts and qualifies for only one Part as per BEC, order shall be issued to such bidder for qualifying part on least cost basis to BCPL.
- (iv) In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2014-15.

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:

[Signature of

Authorized Signatory]

Chartered Accountant

Date

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

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____ dated.....
.....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 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.

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

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.

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER

NAME OF WORK	:	ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM
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TENDER NO: **BCPL/DIB/C&P/SER/R/20150184/MD**

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	PART A - : UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) PART B- : DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP <u>BIDDERS ELIGIBILITY CRITERIA: (TECHNICAL)</u> The bidder must have executed/completed at least one single work(s) /service(s) order valuing not less than the value mentioned below for providing any one of following jobs:- i) “Mechanical Maintenance Jobs” And /or ii) “Mechanical Jobs during post construction/pre-commissioning /commissioning/shutdown/annual turnaround” And/or iii) “Process plant O&M (operation and maintenance) jobs” in a Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/Chemical Plant / Power Plant/Gas Processing Complex / LPG Plant/ Offshore platform Processing Complex during preceding/previous seven (07) years to be reckoned from due date of bid submission. BEC minimum qualifying value shall be excluding	QUOTED FOR – A (YES / NO) QUOTED FOR – B (YES / NO) <u>WORK ORDER IS TO BE CONSIDERED FOR PART A</u> 1. a) WO details, subject, date:- _____ _____ _____ _____ b)Value:- _____ _____ c)Completion certificate mentioning reference no., date & value:- _____ _____ _____ _____ d)Certified/attested by Chartered Engineer and notary

applicable taxes.

Table X:

SL NO	SOR DETAILS	MINIMUM QUALIFYING VALUE OF SINGLE WORK/SERVICE ORDER VALUE EXCLUDING APPLICABLE TAXES
a.	PART-A	Rs. 2,23,46,498.00
b.	PART-B	Rs. 3,44,79,806.00

Notes: 1. Bidders quoting for either Part A or Part B and furnishing at least one single work/service order having value as per Table –X above, shall qualify for that part only, subject to meeting other BEC criteria.

2. Bidders quoting for both Parts A and B, but furnishing at least one single work order having value greater than Rs. 3,44,79,806.00 shall be eligible for award of work for only one part (i.e. either Part-A or Part-B) on least cost basis to BCPL, subject to meeting other BEC criteria.

3. Although bidders are allowed to participate in both parts (i.e. Part-A & Part-B), their bids shall be considered for only for one part (i.e. either Part-A or Part-B) subject to fulfilling other BEC criteria.

4. Part – A and Part- B shall be awarded to two separate bidders on least cost basis to BCPL against the entire tender i.e. if one bidder is considered for award of Part A or Part B on least cost basis then their bid will not be considered for award of remaining Part.

DOCUMENTS REQUIRED TO BE SUBMITTED IN SUPPORT OF BEC:

public with legible stamp:-

WORK ORDER IS TO BE CONSIDERED FOR PART B.

2 a) WO details, subject, date:-

b)Value:-

c)Completion certificate mentioning reference no., date & value:-

d)Certified/attested by Chartered Engineer and notary public with legible stamp:-

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 / Service order copy having Minimum executed/completed value as per **Table-X 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/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).
- 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 as mentioned in any one of the preceding three financial years (FY-2012-2013, 2013-2014 & 2014-2015).

Annual Turnover of bidders

Sl. No	SOR Details	Annual Turn Over
1	QUOTED FOR PART – A	Rs. 2,23,46,498.00
2	QUOTED FOR PART – B	Rs. 3,44,79,806.00

- (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 as mentioned below as per the latest audited financial year. (FY 2014-2015)

Working Capital of Bidders

Sl. No	SOR Details	Working Capital (RS.)
1	QUOTED FOR PART – A	44,69,299.60
2	QUOTED FOR PART – B	68,95,961.00

1) _____

2) _____

IF WORKING CAPITAL IS LESS THAN LETTER FROM BANK NEED TO BE SUBMITTED DULY ATTESTED / NOTARIZED.

<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> 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. <u>EVALUATION METHODOLOGY:-</u> Evaluation & Comparison of bids 3. The Bidders are allowed to quote for both parts (i.e. Part –A & Part-B). Accordingly, they are required to fulfil / qualify the Bidder evaluation criteria detailed in Bid Evaluation Criteria (BEC). 4. The total prices for complete scope of work/services in SOR Part-A & SOR Part-B shall be evaluated separately part wise exclusive of applicable taxes. Award shall be on Part wise basis (i.e. Part-A & Part –B separately) to two different bidders on Lowest techno-commercially acceptable bid basis considering the least cost to BCPL for entire tender as under: (v) If a bidder quote for single part (i.e. either Part-A or Part-B) and happens to be L1, the job shall awarded accordingly. (vi) If a bidder quotes for both parts (i.e. Part-A and Part-B), also qualifies for the both parts (i.e. Part A and Part B) and happens to be L1 for both parts, order shall be issued to such bidder for only one part (either Part-A or Part-B) on least cost basis to BCPL against entire tender. Once certain part is awarded to such LI bidder, the bidder ceases to be lowest bidder for other part. (vii) If a bidder quotes for both the parts (i.e.	ANNEXURE Z – SUBMITTED (YES / NO)
--	---

	Part-A and Part-B) , also happens to be L1 for both parts and qualifies for only one Part as per BEC, order shall be issued to such bidder for qualifying part on least cost basis to BCPL. (viii) In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2014-15.	
4	Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A	Reference of document furnished
5	Power of Attorney 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.)	Reference of document furnished
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.	Reference of document furnished 1.
7	Attested copy of PAN Card (attested / notarized)	
8	MSME / SSI certificate (attested / notarized) If applicable	SUBMITTED / NOT APPLICABLE Ref. No. & Date_____ SC / ST MSE_____ (YES / NO)
9	No deviation confirmation in the proforma enclosed.	
10	Submit the tender with no deviation in Scope of work, schedule of rate, SCC-B & Technical specification.	
11	Acceptance of security deposit term & payment term. NOTE – NO SECURITY DEPOSIT EXCEPTION FOR MSME/SSI, PSUs.	1)

		2)
12	SERVICE TAX PERCENTAGE	As per SOR

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:

YEAR	AMOUNT
YEAR 1: FINANCIAL YEAR:	
YEAR 2: FINANCIAL YEAR:	
YEAR 3: 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.	PART - A EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID) PART - B EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (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. INCASE DATE OF OPENING EXTENDED, SUBSEQUENTLY BID VALIDITY EXTENDED ACCORDINGLY.	YES VALID UPTO: _____ 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. OR CONFIRMED THAT PF REGISTRATION CERTIFICATE SHALL BE PROVIDED BEFORE COMMENCEMENT OF WORK (IF AWARDED).	YES 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 SERVICE RECEIPT, AS PER THE REVERSE CHARGE RULE SERVICE TAX	SERVICE PROVIDER _____ % 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- AMOUNT
1. CURRENT ASSETS	
2. CURRENT LIABILITIES	
3. WORKING CAPITAL (CURRENT ASSETS LESS CURRENT LIABILITIES)	
4. NET WORTH OWNERS FUNDS (PAID UP SHARE CAPITAL 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/20150184/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 :
(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

DESCRIPTION:

NAME OF WORK: ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM

(TENDER NO. **BCPL/C&P/DIB/SER/20150184/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 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.
- (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 '1', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

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

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

23. DEADLINE FOR SUBMISSION OF BIDS

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

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for

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

24. LATE BIDS

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

25. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. BID OPENING

26.1 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.

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6"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:

1.1 DELIVERY / COMPLETION PERFORMANCE 40

Marks

Delivery Period / Completion Schedule	Delay in Weeks
Marks	

a) Up to 3 months	Before CDD 40 Delay up to 4 weeks 35 Delay up to 8 weeks 30 Delay up to 10 weeks 25 Delay up to 12 weeks 20 Delay up to 16 weeks 15 More than 16 weeks 0	
b) Above 3 months	Before CDD 40 Delay up to 4 weeks 35 Delay up to 8 weeks 30 Delay up to 10 weeks 25 Delay up to 16 weeks 20 Delay up to 20 weeks 15 Delay up to 24 weeks 10 More than 24 weeks 0	

1.2 QUALITY PERFORMANCE 40

Marks

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

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

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

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

NAME OF WORK: ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM

TENDER NO: BCPL/C&P/DIB/SER/20150184/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 over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 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:

- 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 sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all loss, damages, expenses or decrease arising out of such action.

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

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

- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by 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 MESs 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-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- 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).

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.

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 : _____

SPECIAL CONDITIONS OF THE CONTRACT (SCC)

NAME OF WORK: ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM

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

GENERAL:

- 1.1 Work is purely temporary in nature for assisting/carrying out Plant Mechanical maintenance activities in **Part-A: Upstream Units**(GSU/C2+ Recovery, ECU-I & ECU-II units) and **Part-B: Downstream units** (LLDPE/HDPE,PPU & PTD) , **CPP, Offsites & IOP units** including Workshop, Pipelines, Railway Siding Gantry & Intake well of BCPL, Lepetkata.
- 1.2 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.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations, prevail.
- 1.4 This contract is primarily meant for the regular mechanical maintenance activities in **Part-A: Upstream Units** and **Part-B: Downstream Units** , CPP, Offsites & IOP units including Workshop, Pipelines, Railway Siding Gantry & Intake well of BCPL Plant at Lepetkata, Assam.
- 1.5 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.
- 1.6 The contracts shall be awarded separately for each part i.e. Part-A and Part-B to the successful bidders. The qualified bidders (after awarding the contract) shall not be allowed to engage/award Sub-agency/Sub agencies on sub contract basis.
- 1.7 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.

- 1.8 The indenting bidders shall be deemed to have visited the site. Non-familiarity with the site conditions 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, specifications and instructions of EIC.
- 1.9 The technical details required for bidding has been incorporated in the SOR items (Annexure-I) and Technical Specifications & Detailed Scope of Work (Annexure- III) for mechanical maintenance activities.
- 1.10 The technical details of the work shall be treated as of confidential nature and the contractor should not pass them to any other organization/company/firm. Also Contractor shall not publish the technical details in any periodical / books / seminars / conferences.
- 1.11 In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of BCPL that the information submitted by the bidder, regarding experience etc., is false, BCPL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with BCPL.
- 1.12 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by BCPL engineers and the contractor has to be strictly adhering to the instructions of BCPL Engineer or person/agency nominated by EIC.

2.0 LOCATION OF WORK:

- 2.1 The entire work is to be carried out in Upstream units, Downstream units and CPP, IOPs & Offsites facilities including Workshop, Pipelines, Railway Siding Gantry & Intake well of BCPL Plant at Lepetkata, Assam. All necessary security measures/safety permits will have to be invariably obtained by the contractor for working in the premises of the plant/unit. BCPL, Lepetkata is situated at a distance of 15 km from Dibrugarh town.
- 2.2 The contractor has to execute the plant maintenance activities of mechanical nature including modification jobs in **Part-A:** Upstream Sections i.e. GSU/C2+ Recovery, ECU-I & ECU-II units and **Part-B:** Downstream units i.e. LLDPE, PPU& PTD , CPP, Offsites & IOP units including Workshop, Pipelines, Railway Siding Gantry & Intakewell of BCPL projectas per SOR, Scope of Work and as per instructions of ENGINEER-IN-CHARGE(EIC). However, for urgent requirement (if the existing contractor working in that area fails to deliver service assistance or any other emergency determined by BCPL) as per instructions of EIC, the contractor has to execute the jobs covered in / similar to items of this contract in any other area / plant of BCPL on same rates, terms and conditions.
- 2.3 It is understood that before quoting the rates/prices, the bidder has visited the work sites and has acquainted himself fully with the nature and quantum of job/work to

be carried out by him under the scope of bid document . Ignorance of this will not be considered after the award of contract. The contractor will be responsible to complete the entire jobs/works in all respect, including any other work necessary to complete/execute the job satisfactorily, though especially not covered in the SOR, Scope of work & technical specifications.

- 2.4 All the contractors' men, who would be deployed in jobs in various units/work sites of BCPL Project should strictly follow all safety rules & regulations. They should be fully conversant with the safety precautions/instructions to be followed in plant. The contractor shall abide by the advice and guidance of the safety officer in the plant. In addition; the contractor shall follow the safety codes framed from time to time. Smoking and consumption of alcohol inside the plant is strictly prohibited. No contractor man are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.

3.0 SOR and TECHNICAL SPECIFICATIONS & SCOPE OF WORK:

The SOR and detailed scope of work for the contract **“ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM”** is as per **ANNEXURE-I & ANNEXURE-II.**

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The Duration / Period of Contract for all jobs listed under **“Technical Specifications& Scope of Work “and “Schedule of Rates”** shall be for **One year** which shall be reckoned from the mutually accepted date after issue of LOA and Party has to mobilize accordingly as per instruction of EIC. Based upon the requirement of the job, BCPL may extend this contract for a further period of 03 (Three) months or part thereof on the same rates, terms and conditions which will be as per discretion of BCPL and shall be binding on the contractor.

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.

- 5.1 Payments shall be made against 'Bills' [in standard 'pro forma'], submitted in 'quadruplicate' [i.e. four (04) hard copies] and 'one [01] soft copy', including all measurements [after 'joint measurements' with "EIC / BCPL's authorized representative(s)"].
- 5.2 The CONTRACTOR, on completion of services for each month shall submit monthly R.A. bill on pro-rata basis of SOR rate complete in all respects in quadruplicate and duly

certified by the EIC along with progress reports. The payment will be done on monthly basis on receipt of duly certified bills for previous months services rendered along with:

- i) Copy of ECR for PF submitted to PF authority.
- ii) Copy of ECR for ESIC submitted to authority (if applicable).
- iii) Copy of EC insurance policy.

- 5.3** The contractor is required to submit copies of Electronic Challan cum Return (ECR) along with online uploaded list of contract workers/members for proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contributions with respective authorities for the contract workers engaged by him in BCPL while submitting monthly bills. In absence of ECR and online uploaded list of contract workers/members the monthly bills would not be processed. All payments shall be released within 15 days after receipt of relevant documents complete in all respects and certified by EIC. No interest charges for delay in payment, if any, shall be borne by Owner. The CONTRACTOR's request(s) for payment shall be made to BCPL in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by shipping documents submitted and upon fulfilment of other obligations stipulated in the Contract.
- 5.4** Payments will be made on the basis of 'joint measurements' taken by the Contractor and "EIC / BCPL's authorized representative(s)", and after necessary verification & certification by "EIC".
- 5.5** All taxes, duties, levies shall be deducted from the Bill(s) as per the applicable rules, regulations and amendments issued by the government from time to time.
- 5.6** Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].
- 5.7** Payment of "part rates" against the approved tendered rates for item(s), may be made against the 'running account bills / final bill' at the discretion of "EIC" for not performing the work as per technical specifications, terms & conditions.
- 5.8** Payment against Final Bill shall be released after completion of the contract in all respect.

6. ENGINEER-IN-CHARGE [EIC]

- 6.1** BCPL shall nominate the "Engineer-in-Charge [EIC]" for the works under the Contract.
- 6.2** The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the issued instruction/specifications.
- 6.3** The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.

- 6.4** The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

7.0 WORK PROCEDURES:

- 7.1** The maintenance activities have to be carried out as per standard maintenance/ engineering practices and as per instructions of ENGINEER-IN-CHARGE. The SOR items and the Technical specifications are given in **Annexure-I** & Scope of Work is given in **Annexure-III**. In case of any discrepancies, the decision /interpretation of EIC shall be final.
- 7.2** Contractor shall start the job after getting intimation from EIC/Representative of EIC. Once the job is started, it shall be continued till completion and after completion of all the jobs area must be cleaned / cleared up to the satisfaction of Engineer-in-Charge. In case of any unforeseen situation, Job can be stopped midway only after getting permission from EIC. Depending upon the criticality of the job EIC can ask contractor to deploy suitable category of manpower as per job requirement.
- 7.3** The Contractor has to generate document and maintain record of executed jobs and take signature of the concerned Engineer for completion of the job on Daily Activity Report/ "Work Intimation slip"/ in the format introduced by EIC from time to time, failing which the same shall not be considered for billing. In normal circumstances contractor has to get certifications of all the jobs done in the previous month by first week of present month.
- 7.4** The execution of the work may continue working during all times and weather conditions and no extra rate will be considered on jobs round the clock including, General Holidays, National Holidays, May day, etc. as per the requirement of BCPL (hereinafter referred as BCPL) to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account. However, the provision of Over Time (OT) duties on manpower engagement (only applicable for the site activities which are not covered in the SOR items, otherwise not applicable) have been considered. The EIC will decide the applicability/utilization of Over Times based on site requirement.
- 7.5** For all the jobs, the transportation of equipment's/spares/consumables/piping materials/structural materials from main store (C&P)/unit store to site and from one unit to the other, and from point to point, shall be in the scope of the contractor and contractor shall not be paid for these jobs separately unless otherwise covered in SOR.
- 7.6** For all the jobs the cutting of gaskets/gland packing /preparation of „O“ rings/Packings etc., if required to execute the job, shall be in the scope of the contractor and contractor shall not be paid for these jobs separately.

- 7.7** For all the jobs of rotary equipment's, taking the alignment readings before any maintenance shall be in the scope of the contractor and contractor shall not be paid for this job separately.
- 7.8** Shifting of items for maintenance/ repair/ machining/ welding etc. for completion of activities shall be in contractor's scope and contractor shall not be paid for shifting of items separately.
- 7.9** Lifting, shifting & lowering of equipment's on the equipment's foundation or taking away the equipment from foundation/skid to any other place like workshop or any other suitable location for purpose of maintenance/repair as per site engineer's Instruction shall be in contractor's scope and contractor shall not be paid for these jobs as per provisions made in SOR.
- 7.10** Shifting of any materials like-spares, equipment, piping's, structural etc. for repairing/modification/development from work location to workshop and bring back the same shall be in the scope of contractor. Sending sample to workshop and bringing any newly made spares/piping-structural materials from workshop shall also be in the scope of contractor.
- 7.11** Any scope of work shall be deemed completed only after successful trial including leak testing and cleaning of the area up to the satisfaction of BCPL engineers. Job shall be considered as incomplete if the quality of the job is not up to the satisfaction of BCPL Engineers. In case of repetition of the jobs due to poor workmanship/negligence at contractor side the same shall be carried out by the contractor without any additional cost implication to BCPL.
- 7.12** Contractor has to ensure cleaning of fasteners and greasing whenever and wherever opened, before boxing up .
- 7.13** Cleaning of the area/equipment after completion of jobs and shifting of scraps from job location to nearest scraps bin in plant premises shall be in the scope of the contractor.
- 7.14** The Contractor shall ensure the quality of the jobs carried out. In case of repetition of jobs due to faulty workmanship/negligence attributable to contractor, same shall be carried out by the contractor without any additional cost implication to BCPL.

8.0 TOOLS, TACKLES, MACHINERY, CONSUMABLES:

- 8.1** The contractor shall always keep available required tools and tackles, welding / grinding machines, Gas cutting arrangements, lifting tools, all consumables like welding electrodes, DA & Oxygen cylinders, Argon Cylinder, Grinding wheels, cables, regulators, and other materials as may be considered necessary by the ENGINEER-IN-CHARGE for timely and efficient performance of the jobs as spelt out in the scope of work.

Annexure:Minimum List of General Toolsto beKeptalways at Site

01	Tool box container LARGE	02 No
02	Pad lock	02 No
03	Ring & D spanner set (6 mm to 41 mm)	04 set each
04	Pipe wrench (8 inch & 12 inch)	04 each
05	Slide wrench (6 inch & 12 inch)	04 each
06	Screw driver (6 inch & 10 inch)	04 each
07	Ball point hammer- iron, 2 lb	06 No
08	Brass hammer, (2 lb& 5 lb)	06 each
09	Hack-saw frame – 12 inch, hex blade min 2 nos	04 set
10	Nose pliers	04
11	Combination cutting pliers	04
12	Chisel – 06 inch	04
13	Allen key mm size (2mm to 12mm)	04 set
14	Allen Key inch size (3/16" to ½")	04 set
15	Measuring Tape- 03 meter	04
16	SS scale- 12 inch	04
17	Centre Punch	04
18	Needle files (set of triangular, round, half round, Rectangle & all x- section)	04 set
19	Shim cutter	04
20	Monkey pliers	04
21	Tool bag	06
22	Filler gauge	04
23	Blue match paste	02
24	Dial Gauge	08
25	Alignment fixture	04
26	Shims roll	04
27	Set of slugging spanners/wrenches (Covering all sizes from 36mm to 85mm)	04 set
28	Hydraulic torque wrench	01
29	Wire rope/slings	As required
30	Manila rope	As required
31	Tripod	01
32	Lifting tools & tackles like chain pulley block, D-shackle, etc(1 Ton, 2 Ton, 5Ton, upto 10 Ton)	02 each
33	Hand lamps arrangement consisting 02 set of bulb withholder, flexible electrical wire about 50 tr. in length,extension board, etc.	
34	Welding machines/TIG Welding Set/Welding Rectifies /Gas Cutting Set	01 Set Each
35	Instrumentation Tools/Measuring tools (Vernier, Pitch Gauge, Inside Micrometre, Outside Micrometre, Slide Gauge)	02Each
36	Mechanical Special Tools	As required

i) Ring Spanners, Slugging wrench up to 85 mm size	02 Set
ii) Non sparking tools-Ring spanner, slugging wrench up to 85 mm size	02 set
iii) Brass hammer 5 kg	02 nos.

8.2 Contractor has to ensure availability of welding consumables for meeting plant requirement.

8.3 The tools, machineries and consumables envisaged for the execution of the activities are indicated in the **above point 8.1 Annexure** and all these items are to be arranged & made available by contractor at site/contractor's site store. The contractor shall also arrange any other tools / tackles based on site requirements for execution of Maintenance activities as mentioned in **Annexure-I: Details of SOR items** and **Annexure-III: Technical specifications & Scope of Work**. In case of any delay in job execution due to non-availability of above mentioned items, contractor will be held responsible and EIC's decision to impose a suitable penalty will be final.

8.4 Contractor is required to keep all the measuring tools calibrated from time to time from the NABL certified laboratories at his own cost. In case party fails to submit proof of calibration of measuring tools within 15 days from mobilization at site an amount of Rs 500/- per day shall be penalized and same shall be deducted from the contractor's bill. On expiry of validity of these certificates during contract duration, a deduction @ Rs. 500 per day shall be made from the date of expiry of validity till the date of revalidation.

8.5 Laying of cable and other accessories required for fabrication jobs i.e. welding, grinding, drilling etc. and office connection is to be arranged by contractor. The contractor has to use lifting devices duly tested and certified by the competent person / agencies as per section 28/29 of Indian factories act 1948 approved by State/Central approval. All statutory clearances relating to lifting device are to be made available at site. In case party fails to submit proof of appropriate test certificate of lifting tools within 15 days from mobilization at site an amount of Rs. 500/- per day shall be penalized and same shall be deducted from the contractor's bill. On expiry of validity of these certificates during contract duration, a deduction @ Rs. 500 per day shall be made from the date of expiry of validity till the date of revalidation.

8.6 All the materials (like piping, clamps, gratings etc.) required for scaffolding shall be in the contractor's scope.

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

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

8.9 Each Fitter/Technician gang should also have Own tool box/Tool kit , GI tray of sufficient size to keep the spares, Jute, Markin Cloth, Any other material/Consumables/Rustolene etc. to clean the spare parts. The tool box/Tool kit of each Fitter gang should contain minimum of the following:

- (i) Tool box container.
- (ii) Pad lock.
- (iii) Ring & D spanner set (6 mm to 41 mm)
- (iv) Pipe wrench (8 inch & 12 inch)
- (v) Slide wrench (6 inch & 12 inch)
- (vi) Screw driver (6 inch & 10 inch)
- (vii) Ball point hammer- iron, 2 lb
- (viii) Brass hammer, (2 lb& 5 lb)
- (ix) Hack-saw frame – 12 inch, hex blade min 2 nos.
- (x) Nose pliers.
- (xi) Combination cutting pliers.
- (xii) Chisel – 06 inch
- (xiii) Allen key mm size (2mm to 12mm)
- (xiv) Allen Key inch size (3/16" to ½")
- (xv) Measuring Tape- 03 meter
- (xvi) SS scale- 12 inch
- (xvii) Centre Punch
- (xviii) Needle files (set of triangular, round, half round, rectangle & all x-section)
- (xix) Shim cutter
- (xx) Monkey pliers
- (xxi) Tool bag
- (xxii) Filler gauge
- (xxiii) Blue match paste
- (xxiv) Dial Gauge
- (xxv) Alignment fixture

8.10 Gas Cutter should have adequate Oxygen and acetylene cylinder on daily basis. Tools, Kit for gas cutting shall be in the scope of the Contractor. Welding gang should have all general purpose fabrication electrode like E 6010, E 6018 etc. of diameter ranging from 1.5 mm to 2.5 mm Ø. Welding gang should also equipped with AC or DC Welding machines with all accessories.

9.0 MANPOWER (ALL CONTRACTOR EMPLOYEES) RELATED CLAUSES:

9.1 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton **uniforms embroidered with company"s/ agency"sname** with specific color along with safety

shoes and helmets. The use of uniform / protective clothing is a must for each workman at site. Failing to supply of Safety equipments to the workmen, the EIC have the power to impose a suitable penalty on the contractor and the same shall be deducted from the contractors monthly Bill.

9.2 Employees/ workmen of contractor shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum. They shall be medically fit and fully competent to perform the work Personnel employed by the contractor and supervisor working on the roll of the contractor.

9.3 The contractor shall employ such workers who are above 18 years of age.

9.4 Transportation of contract employees to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.

9.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and meet all statutory obligation of payment as per minimum wages act. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

10. Experiences and qualifications:-

10.1 For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements. To provide assistance for various technical services for Mechanical Maintenance activities/works for assistances etc. offered by the contractors shall be of good quality. The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Forklift/Vehicle operators must have valid driving licenses. Any service assistance will be accepted by BCPL only after quality check of assistance after reviewing the experience and qualification.

10.2 All the personnel deployed for carrying out the jobs shall be adequately experienced & qualified as per the following table- (The contractor shall submit details of experience of workmen while submitting requisition for gate pass)-

Sl No	Category	Qualification
1	Supervisor	Minimum Diploma in mechanical Engineering for Maintenance supervisor with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer or any other big

		chemical process plant .
2	Plant Operator	Minimum Diploma in Chemical Engineering with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/Fertilizer or any other big chemical process plant Or B.Sc. with Physics/Chemistry with minimum 4 years of experience working in a Chemical/ Petrochemical/ Refinery/ Fertilizer or any other big chemical process plant.
3	Mill – Wright Fitter/ Technician	Minimum Diploma in Mechanical Engineering with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or ITI Certificate in Mechanical/ Fitter/ Technician and relevant trade with minimum 4 years of experience of working in a Chemical/Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or High School passed with 10 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/Power Plant or any other big chemical process plant.
4	Fitter/Welder	Minimum ITI Certificate in Mechanical/ Fitter/ Technician and relevant trade with minimum 2 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/ Power Plant or any other big chemical process plant Or High School passed with minimum of 03 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/Power Plant or any other big chemical process plant
5	Grinder/ Gas Cutter/ Rigger	Minimum Matric/High School passed with 03 years of experience of working in a Chemical/ Petrochemical/ Refinery/ Fertilizer/Power Plant or any other big chemical process plant

- 10.3** BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their not having appropriate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by “ENGINEER-INCHARGE”, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of “ENGINEER-IN-CHARGE”. In case of any dispute the decision of “ENGINEER-INCHARGE” shall be final and binding.
- 10.4** BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline.
- 10.5** For this job contractor shall provide skilled person on all days of week including Sundays and Gazetted Holidays as per requirement. Contractor shall also make arrangements for extra personnel, if required and as instructed by EIC, who also will assist in various operation and maintenance requirements.

10.6 Bidder to ensure minimum basic experience & qualification while selecting the highly skilled/ skilled/ semiskilled/unskilled working person meeting the qualifying criteria as per RFQ. Final selection will be done by BCPL.

10.7 The contractor will ensure engagement of Project Affected Persons (PAP) and local persons in Semi-skilled & Unskilled category of the work for which the list of such persons will be provided by the authorized person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

11.0 SUPERVISION OF WORK

11.1 It is mandatory to depute minimum one qualified supervisor at site for all working days. The supervisor should be able to manage site activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge.

11.2 All the personnel engaged by the contractor shall report to the Contractor's supervisor daily for allocation of job.

11.3 Supervisor must be capable to arrange crews in case of emergency, immediately at site.

12.0 WORKING HOURS

Normal working hours will be from **8.30 A.M. to 5.00 P.M** in a day for general shift with a break of half an hour for lunch (12.30 am-1.00 am). Further, works will be carried out by contractor personnel on 8 hrs shift basis i.e. 3 shifts per day for round the clock service and BCPL may operate 2 or 3 shifts in a day as per BCPL requirement & 1 MAD (man day) is 8 hrs and working time can be changed as per requirement of work as decided by EIC.

13.0 Manpower Requirement:

13.1 Contractor has to ensure the following minimum manpower to be made available at site in each shift in order to attend the SOR item based maintenance jobs:

- i) Minimum 01 piping gangs (including 01 Pipe technicians, 02 Riggers & 06 helpers) for each areas.
- ii) 01 Millwright fitter gangs (including 01 Millwright Fitter, 02 helpers & 02 riggers) for each areas
- iii) Minimum One Welding & fabrication Gang in general shift as per instruction/requirements given by EIC.

The contractor will be fully responsible for neglecting/delaying in attending the maintenance activities and EIC will have its decision to impose a suitable

penalty depending upon the delay in execution of the work or quantum of maintenance services got hampered because non deployment of above indicated minimum manpower. The engagement of manpower by BCPL under Manpower supply portion shall be applicable only for executing works which are not covered in the SOR items.

- 13.2 The Contractor is required to keep adequate resources to cater the requirements of the plant. In general, Contractor may have to carry out jobs simultaneously at different location in general shift. Further it is envisaged that the gang of worker for carrying out the job in plant at one location shall in general be consist of proper category of manpower like one MWF/Fitter, one or two Rigger and One or two helpers depending upon the nature of the job along with dedicated tools and tackles.
- 13.3 The contractor is required to keep at least one dedicated fabrication gang (which in general will include one fitter, one welder, one gas cutter, one grinder, one rigger and two helpers) with all required machines, tools, tackles and consumables.
- 13.4 The required manpower as mentioned above is indicative only. However the contractor shall be required to deploy additional resources as per need of the job. Also during the breakdown / shutdown of the plant, the need of manpower and tools-tackles will be much more and contractor shall be required to arrange additional man-power and tools-tackles as per instructions of Engineer-In-Charge at a short notice. In case of any delay in job execution due to non-availability of required manpower, contractor will be held responsible.

14.0 Supervisors/Safety officers:

- 14.1 All jobs in this contract are to be carried out under proper supervision. Contractor has to ensure effective supervision of all the jobs carried in plant through experienced and adequately qualified personnel. The supervisor should be well qualified and should have adequate knowledge on safety aspects of working in petrochemical plants.
- 14.2 However, depending on job requirement specially during breakdown / shutdown the number of supervisors may have to be increased as per advice of EIC.
- 14.3 For over-all supervision, the contractor shall depute a Graduate with minimum 02 years or Diploma holder with minimum 4 years of relevant experience for the contract period, who will be its site in charge.

15.0 SITE OFFICE:

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

16.0 SCOPE OF SUPPLY BY BCPL:

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

- 16.1** Spare parts for the execution of site activities, shall be in the scope of BCPL.
- 16.2** All piping material, valves, pipe fittings, structural materials, Plates, etc. required for execution of work, shall be in the scope of BCPL.
- 16.3** All hardware e.g. Nuts, Bolts, Studs, Washers, Gaskets, gland packing etc. diesel, Cleaner, penetrant (except DP test), cotton waste, valve lapping compound, Lube Oil, Grease, Sealing pastes , etc. shall be in the scope of BCPL.
- 16.4** Plugs for heat exchanger for tube plugging shall be in the scope of BCPL.
- 16.5** Machining jobs, radiography, pre & post weld heat treatment, if required, shall be in the scope of BCPL. However cost towards radiography testing for penalty joints to be borne by contractor.
- 16.6** As per job requirement, special tools like Hydraulic Torque Wrench, Pneumatic Torque Wrench, Torque wrenches, Hydraulic flange spreaders, special non-sparking tools, special tools for compressor, Turbine, and other rotary equipment"s, Boro-scope and other special tools /devices etc. shall be in the scope of BCPL.
- 16.7** Heavy equipment like Crane, Tractor Trailer, Hydra, Fork- lifts,BOT etc. shall be provided by BCPL free of cost, if available, for smooth execution of maintenance activities whenever required.
- 16.8** Space for fabrication yard shall be provided BCPL free of cost. However after expiry of the contract, the contractor shall demolish his office & clean the area to the satisfactions of ENGINEER-IN-CHARGE at his own cost.

17.0 UTILITY SUPPLY BY BCPL:

- 17.1** Service air, service water shall be provided to the contractor free of cost at one point. The contractor has to make his own arrangement to use the same at work site by extending pipe line, etc. as per requirement.
- 17.2** Electric power shall be provided to the contractor free of cost at a single point. The contractor has to make his own arrangement to use the same at work site by extending cable, etc. as per requirement.
- 17.3** Space for office shall be provided by BCPL, if required and available. However, after expiry of the contract the contractors shall demolish his office & clean the area to the satisfactions of EIC, at his cost.
- 17.4** Intercom telephone facility can be provided to contractor at a particular point as per convenience of BCPL. The contractor has to make his own arrangement to use the same at work site by extending cable, etc. as per requirement.

18.0 SAFETY, SECURITY RELATED CLAUSES:

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

19.0 PENALTY CLAUSE FOR SAFETY VIOLATION:

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

- 19.1** For first time violation of safety rules & regulation by contractor, HOD (F&S) will issue a warning letter to contractor with intimation to EIC.
- 19.2** In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HOD (F&S). A warning letter will also be issued by EIC to contractor.
- 19.3** In case of further violation, punitive fines will be imposed on contractor. Amount of fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5000/- and in multiple of Rs.5 000/-, thereafter. This will be limited to 5% of contract value, as maximum cumulative penalty.
- 19.4** In case of consistent violation of safety rules & regulation by contractor, BCPL reserves the right to take suitable action against contractor including forfeiture of security deposit and termination of the contract and upon such termination BCPL shall have the right to remove the contractor's materials from site.
- 19.5** Safety Violation as above resulting in:
 - i. Any physical injury, a penalty of 0.5% of the contract value per injury in addition to Rs. 5,000.00 as in above Pt (3).
 - ii. Fatal accident, a penalty of 1% of the contract value per fatality in addition to Rs. 5,000.00 as in above Pt (3).

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

- 20.1** In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk and cost and responsibility of the contractor. In addition 15% of the service charges will be deducted from the contractor's dues.
- 20.2** If the contractor fails to mobilize the required resources within reasonable time as decided by ENGINEER –IN-CHARGE, BCPL may get the work done through other agency at the risk and cost of the contractor and the security deposit of the contractor may liable to be forfeited.
- 20.3** In case of delay in execution of job, EIC at his discretion may impose a penalty of Rs 1000/- per distinct case of delay. The time taken by contractor for any job shall be considered as the duration from intimation received by the contractor supervisor to the completion of the job in totality. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.
- 20.4** EIC at its discretion may also make recovery from contractor's bill, If the contractor neglects/fails to execute jobs/ his duties included in the SOR & Scope of Work up to the satisfaction of EIC during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of

recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect. The recovery shall be limited to a maximum of Rs 1000/-per distinct case of neglect. The total of the recoveries shall be limited to maximum 5% of contract value on yearly basis.

- 20.5** In case of consistent non-performance of contractual obligations and violation of terms and conditions of the contract, BCPL reserves the right to get the work done through other agency at the risk and cost of the contractor and to take suitable action against contractor including forfeiture the security deposit and termination of the contract.
- 20.6** Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract or part of the contract after giving 07days notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove the contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

21.0 TERMS OF PAYMENT:

- 21.1** The Measurement of Work and payment thereof will be done as deliberated in measurement and payment methodology.
- 21.2** Contractor is required to submit monthly running bills in quadruplicate to ENGINEER-IN-CHARGE along with the copies of separate measurement sheets of executed jobs during previous month by first week of every month, for job certification and payment. The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.
- 21.3** The payment shall normally be made within 30 days of submission of bill to ENGINEER-INCHARGE by Finance Department after statutory deductions.
- 21.4** As per present practice RA bill will be processed after obtaining Site Clearance certificate from Operation & F&S department by the Contractor. However, any further guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor
- 21.5** In case of any damage to BCPL's property occurs during the execution of work due to contractor or of his employees, deduction will be made from the total claims according to the total evaluated cost of the damaged article. The evaluation of the damage will be done at the sole discretion of BCPL as decided by the ENGINEER-IN-CHARGE.
- 21.6** The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF

contribution in respect of contractual labor up to the previous bill has already been deposited with the PF commissioner.

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

21.8 No mobilization advance shall be paid.

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

22.0 DOCUMENTS TO BE ATTACHED WITH BILL:

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

SL. NO.	DOCUMENT	PERIODICITY
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill
B	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)	With first bill
C	Copy of Contract Agreement	With first bill
D	Gate Pass Details	Every month
E	Contractor has to maintain registers under Contract Labour(R&A) Act, 1970 like:-	
E1	Register of workmen employed by contractor in Form XIII,	Every month/ Regular maintenance
E2	Muster Roll in Form XVI	Every month/ Regular maintenance
E3	Register of Wages in Form XVII	Every month/ Regular maintenance
E4	Register of Deduction in Form XX	Every month/ Regular maintenance
E5	Register of Fines in Form XXI	Every month/ Regular maintenance
E6	Register of advance in Form XXII	Every month/ Regular maintenance
E7	Issuance and maintenance of Wage Slip in Form XIX	Every month/ Regular maintenance
E8	Issuance of valid identity Card by the contractor in Form XIV	Every month/ Regular maintenance
F	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable	
F1	Copy of PF Registration letter from RPFC	one time

23.0 RESPONSIBILITIES OF THE CONTRACTOR AND ADHERENCE/COMPLIANCE TO VARIOUS LABOUR LEGISLATION/INDUSTRIAL LAWS:

23.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952. It is also recommended that

Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its worker in EPFO, Tinsukia.

- 23.2** The contractor must submit the proof of depositing PF contribution with RPFC of their workmen in form of monthly ECR Mandate, Confirmation slip and Acknowledgement slip along with PF Challan with monthly RA Bills.
- 23.3** The contractor is responsible for obtaining the labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of RLC (Central), Ministry of Labor, Govt. of India, Dibrugarh.
- 23.4** The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 23.5** The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, the employees compensation act 2010 (earlier known as Workmen's compensation act 1923) and other relevant acts, rules and regulations enforced from time to time.
- 23.6** The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month. Disbursement of wages must be witnessed by representative of Principal Employer.
- 23.7** 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.
- 23.8** 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.
- 23.9** All personnel deployed by the contractor should be on the rolls of the contractor.
- 23.10** The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 23.11** The contractor is required to maintain register and records as required under different laws.
- 23.12** The contractor shall ensure to obtain Employees Compensation Insurance Policy covering the risks of accident at the Workplace and injury sustained out of or in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed there under.
- 23.13** The Contractor shall take care of the health insurance in respect of their employees and workmen deputed for this work.
- 23.14** The contractor will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- 23.15** 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.

- 23.16** Contractor has to be strictly adhere to guidance, instruction when required.
- 23.17** 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.
- 23.18** 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.
- 23.19** 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 centre / state / local statutory authorities.
- 23.20** All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant.
- 23.21** 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.
- 23.22** 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.
- 23.23** Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 23.24** The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 23.25** 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.
- 23.26** Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 23.27** All types of transport connected with the work shall be in the scope of the contractor.
- 23.28** Suitable site office space may be provided by BPC, BCPL if required and available.
- 23.29** BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 23.30** 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.
- 23.31** Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

23.32 In case of account, injury and death caused to the employee of the contractor while 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.

23.33 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.

24.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE

DOCUMENT:

24.1 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.

24.2 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.

24.3 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.

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

25.0 SUBMISSION OF ATTESTED/NOTARIZED COPIES OF CERTIFICATES/DOCUMENTARY

EVIDENCES:

25.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp.

25.2 Further, the bidders are required to furnish the copy (ies) of Power of Attorney/Partnership Deed duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp.

25.3 Bidders are required to furnish the copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp.

25.4 Non-submission of the copies of the certificates/documents duly attested by Gazetted Officer/Officer of Public Sector Enterprises or notarized by a notary officer with legible stamp will render the bid nonresponsive and liable for rejection.

26.0 RATES FOR 'EXTRA ITEMS'/'ADDITIONAL WORK'

- 26.1** BCPL reserves their right to execute any 'additional / extra works', during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by BCPL, Contractor is required to extend necessary cooperation, and act as per the instructions of "EIC/ BCPL's authorized representative(s)".
- 26.2** Payments for such 'additional works' / 'extra item(s)' [i.e. item(s) not covered under "SOR"] shall be dealt as per provisions of "GCC".
- 26.3** All other terms & conditions of the contract shall be as per "GENERAL CONDITIONS OF CONTRACT [GCC]".
- 26.4** Prior to submission of 'offer/bid', bidder must visit the 'site of works' to assess the 'nature & quantum of work' actually involved and also have fair idea about the current demand of the highly skilled assistance in the area.

TECHNICAL SPECIFICATIONS & SCOPE OF WORK

NAME OF WORK: ANNUAL MAINTENANCE SERVICE CONTRACT FOR CARRYING OUT MECHANICAL MAINTENANCE ACTIVITIES IN PART-A: UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II) AND PART-B: DOWNSTREAM (LLDPE, PPU, PTD) , CPP, IOPS & OFFSITE UNITS INCLUDING PIPELINES, RAILWAY SIDING, INTAKE WELL AND CENTRAL WORKSHOP OF M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA-ASSAM

A. GENERAL

- 1) Work is purely temporary in nature and merely for annual mechanical maintenance contract for limited period only.
- 2) Though the work envisaged is primarily to be carried out in primarily units at BCPL, Lepetkata but contractor may be asked to provide assistance at GSU-Lakwa & GDU-Duliajan also as per the requirement and decision by Engineer in charge. Decision of Engineer in charge shall be final and binding.
- 3) In general the scope of job shall be as per the job details given in schedule of rate, however detailed specification of jobs shall be as per the instructions of engineer of BCPL, as per details given in this contract, as per drawing/sketches/as shown at site or as per instructions of Engineer-In-Charge & as per standard Engineering practice for mechanical maintenance activities of GSU, ECU-I&II, LLDPE, PPU, CPP, IOP & Offsite areas including Mechanical Workshop, Pipelines, Railway Siding and Intake Well areas of BCPL Project, Lepetkata. However, works can be allotted at any other locations/units of BCPL as per requirement and instructions of EIC.
- 4) The nature of the job is such that it may be staggered through out Contract period or less (day & night) & contractor shall have to mobilize sufficient manpower with all resources, instruments and tools & tackles at a short notice on as and when required basis as per requirement as per instruction of EIC. The Contract will be awarded for a period of **One year** only.
- 5) The Contractor shall pay to the labours as per the revised minimum wages which shall be effective with time to time issued circulars of Minimum wages act. Moreover, skill and experience shall be given more importance accordance with respect to the wages. Also, all levies and benefits shall be in accordance with labour and contract laws.
- 6) As per the Scope of Work and Special conditions of contract, the contractor will be responsible for all work and manpower related issues. Contractor must ensure that the offered rates are reasonable and executable for the Schedule of Rates.
- 7) Any unit/equipment specific/ overhaul, breakdown maintenance activities which is not covered under any SOR shall be carried out as per instruction & direction of EIC or its authorized representatives.
- 8) Details of maintenance activities are given/covered in SOR of different Parts & Sections.

B. SCOPE OF WORK:

Various services for assisting the maintenance activities in GSU, ECU-I&II, LLDPE, PPU, CPP, IOP, Off sites, Pipelines, Workshop, Intake Well and Railway siding areas of BCPL Project, Lepetkata are tentatively described as under –

- 1) Maintenance / overhauling of all types of pumps.
- 2) Replacement of mechanical seals & bearings of pumps etc.
- 3) Various types of activities in reciprocating and centrifugal compressors, gas turbines, steam turbines, hydraulic turbines, fans, blowers like replacement of filters, strainers, lubrication assistance, greasing, repairing, refurbishment, precision works etc.
- 4) All type of Alignment between two rotary components, Couplings etc.
- 5) Replacement of filters etc.
- 6) Opening & boxing up flanges & replacement of gaskets etc.,
- 7) Removal & reinstallation of valves etc.
- 8) Maintenance, repairing, refurbishment of mechanical components like valves, traps, gear boxes, agitators etc.
- 9) Strainer repairs, net fixing, tray fixing etc.
- 10) Contractor should have sufficient scaffolding material for attending maintenance activities at all heights/elevations.
- 11) Should have adequate experience to Work at height.
- 12) All types of rigging works like slinging, knots, proper handling of equipment's/ components lifting, shifting, mounting, dismantling of equipment's& components etc.
- 13) All type of fabrication and erection works like Fittings, welding, gas cutting, grinding, erection etc.
- 14) Machining, filing, lapping etc. Assistance of fitting for Repairing/ overhauling/ millwright jobs etc.
- 15) Application of hot & cold insulation
- 16) Upkeep & maintenance of workshop stores & tools
- 17) Record keeping & data maintenance of Mechanical work.
- 18) Assistance to Operations Department for unloading of acid, methanol & diesel from trucks to the respective storage tanks.
- 19) Loading / unloading of material at BCPL's loading & unloading gantry areas and Stores, stacking & shifting of structures, piping & other heavy materials.
- 20) Area cleaning, up keeping of equipment's& working area.
- 21) Any other job which may require rigging assistance / assistance of unskilled personnel.
- 22) Quality of service assistance shall be of good quality.
- 23) The individual deputed for the services should have sufficient exposure, knowledge & experience in the field.

- 24) Each Fitter gang should also have
- (i) Own tool box
 - (ii) GI tray of sufficient size to keep the spares
 - (iii) Jute
 - (iv) Mark in Cloth
 - (v) Any other material/Consumables/Rustolene etc. to clean the spare parts.
- 25) The tool box of each Fitter gang should contain minimum of the following:
- (i) Tool box container.
 - (ii) Pad lock.
 - (iii) Ring & D spanner set (6 mm to 41 mm)
 - (iv) Pipe wrench (8 inch & 12 inch)
 - (v) Slide wrench (6 inch & 12 inch)
 - (vi) Screw driver (6 inch & 10 inch)
 - (vii) Ball point hammer- iron, 2 lb
 - (viii) Brass hammer, (2 lb& 5 lb)
 - (ix) Hack-saw frame – 12 inch, hex blade min 2 nos.
 - (x) Nose pliers.
 - (xi) Combination cutting pliers.
 - (xii) Chisel – 06 inch
 - (xiii) Allen key mm size (2mm to 12mm)
 - (xiv) Allen Key inch size (3/16" to ½")
 - (xv) Measuring Tape- 03 meter
 - (xvi) SS scale- 12 inch
 - (xvii) Centre Punch
 - (xviii) Needle files (set of triangular, round, half round, rectangle & all x- section)
 - (xix) Shim cutter
 - (xx) Monkey pliers
 - (xxi) Tool bag
 - (xxii) Filler gauge
 - (xxiii) Blue match paste
 - (xxiv) Dial Gauge
 - (xxv) Alignment fixture
- 26) Contractor shall have at least 01 (one) set of following heavy tools/equipment in each of various units:
- i. Set of slugging spanners (36 mm to 85 mm)
 - ii. Hydraulic wrench
 - iii. Wire rope/slings
 - iv. Manila rope
 - v. Tripod
 - v. Lifting tools & tackles like chain pulley block, d-shackle, etc.
 - vi. One set of hand lamp arrangement consisting of bulb with holder, flexible electrical wire about 50 mtr. in length, extension board, etc.
- 27) Gas Cutter should have adequate Oxygen and acetylene cylinder on daily basis.
Tools, Kit for gas cutting shall be in the scope of the Contractor.

- 28) Welding gang should have all general purpose fabrication electrode like E 6010, E 6018 etc. of diameter ranging from 1.5 mm to 2.5 mm Ø. Welding gang should also equipped with AC or DC Welding machines with all accessories.
- 29) Safety gadgets for Welder, Gas Cutter shall be in Contractor's scope.
- 30) All workers engaged for assistance should be equipped with safety gadgets like helmet, shoes etc. BCPL have right to reject the entry of labour providing assistance without having proper safety gadgets.

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)

SCHEDULE OF RATE (SOR)

PART A (Annexure-I)

UPSTREAM (GSU/C2+ RECOVERY, ECU-I&II)

PART B (Annexure-II)

- Section-1 :** DOWNSTREAM UNITS (LLDPE/PPU/PTD)
Section-2 : CPP, OFFSITES , IOPs INCLUDING PIPELINES,
RAILWAY SIDING, INTAKE WELL AND
CENTRAL WORKSHOP OF M/S BCPL

