



**Project Management Consultancy Services for LPG Import facility at
Haldia**

TENDER DOCUMENT

(Document No : A872-TENDER_DOC-A872-030-80-43-MA-T-6002)



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**BHARAT PETROLEUM CORPORATION
LIMITED**

**LPG IMPORT TERMINAL FACILITIES
PROJECT
AT HALDIA**

(BIDDING DOCUMENT NO. AK/A872-030-MA-TN-6002/1004)

**BIDDING DOCUMENT
FOR
LPG /PROPANE/ BUTANE MOUNDED
BULLETS WORKS**

Part - I: COMMERCIAL SECTION

Prepared by:

**इंजीनियर्स
इंडिया लिमिटेड**  **ENGINEERS
INDIA LIMITED**
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

MASTER INDEX

**NAME OF WORK : LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS
FOR LPG IMPORT TERMINAL FACILITIES PROJECT AT
HALDIA OF M/s BPCL**

BIDDING DOCUMENT NO. : AK/A872-030-MA-TN-6002/1004

PART – I: COMMERCIAL SECTION

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**NOTICE INVITING TENDER (NIT)
FOR LPG IMPORT FACILITIES AT HALDIA PROJECT
OF M/s BPCL
(INTERNATIONAL COMPETITIVE BIDDING)**



Engineers India Limited (EIL), on behalf of Bharat Petroleum Corporation Limited invites E-bids from eligible bidders for the following work/ item:

Name of Work/ Item	Bidding Document on Website	Bid submission due date and time
LPG /PROPANE/BUTANE MOUNDED BULLETS BIDDING DOCUMENT NO.: AK/A872-030-MA-TN-6002/1004	From 30.09.2016 To 1200 HRS (IST) 01.11.2016	01.11.2016 Up to 1200 Hrs. (IST)
IN TANK TRANSFER PUMPS (LPG SERVICE) BIDDING DOCUMENT NO.: AK/A872-030-PA-MR-5020/1003	From 29.09.2016 To 1200 HRS (IST) 01.11.2016	01.11.2016 Up to 1200 Hrs. (IST)

Contact Person: DGM (C&P), Telephone No.: +91-124-3802081/2174, E-mail: atul.kumar@eil.co.in, deepak.malik@eil.co.in

The Detailed NIT along with Qualification Criteria and Bidding Document can be viewed / downloaded from any of the given websites: <http://tenders.eil.co.in/newtenders>, www.bharatpetroleum.in & <http://eprocure.gov.in/eprocure/app>

Bidders are required to upload & submit their E-bid through the Central Public Procurement Portal: <http://eprocure.gov.in/eprocure/app> only.

All amendments, time extension, clarifications, etc. will be uploaded in the websites only and will not be published in Newspapers. Bidders should regularly visit website to keep themselves updated.

Dy. General Manager (C&P)
Engineers India Limited, Gurgaon

Prepared By

Checked By

Approved By

Deepak Malik

D. Chatterjee

Atul Kumar

Sr. ENGINEER (C&P)

Sr. Manager (C&P)

DGM (C&P)



NOTICE INVITING TENDER (NIT)
FOR LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS FOR
LPG IMPORT TERMINAL FACILITIES PROJECT AT HALDIA
OF M/s BPCL
(BIDDING DOCUMENT NO: AK/A872-030-MA-TN-6002/1004)
(INTERNATIONAL COMPETITIVE BIDDING)



E-Tendering

1.0 INTRODUCTION:

- 1.1 Bharat Petroleum Corporation Ltd. is in the process of establishing a new LPG import terminal Project at Haldia, West Bengal. M/s Engineers India Limited (EIL) has been appointed as Project Management Consultant (PMC) for the project.
- 1.2 Engineers India Ltd. (EIL) on behalf of M/s Bharat Petroleum Corporation Limited, invites Bids under Single Stage Two Part Bid System for execution of 'LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS' from eligible bidders with sound technical and commercial capabilities meeting the Bidder Qualification Criteria stated in Cl. 5.0.

2.0 BRIEF SCOPE OF WORK:

- 2.1 Procurement of materials, fabrication, erection, inspection, testing, post-weld heat-treatment, coating/painting, cathodic protection including instrumentation, piping works, necessary civil works and supply of the mounded storage system on Turnkey basis for following items:
- Propane/Butane Buffer Bullets (030-T-003/030-T-004)
 - LPG Bullets (030-T-005 A/B)
- 2.2 Broad parameters for above bullets are as below:
- a) 2 nos. Propane/Butane Buffer Bullets (6.0 M I/D x 30.0 M TL to TL):

Design Pressure (Kg/cm ²)	Design Temp. (°C)	Minimum Thickness (mm) after forming		Fabricated Weight (MT) Approx.	Material of Construction
		Shell	Heads		
21	55/-46	48	26	260	Shell / Heads: SA 516 Gr. 60

- b) 2 nos. LPG Bullets (6.0 M I/D x 30.0 M TL to TL):

Design Pressure (Kg/cm ²)	Design Temp. (°C)	Minimum Thickness (mm) after forming		Fabricate d Weight (MT) Approx.	Material of Construction
		Shell	Heads		
21	55/-46	48	26	260	Shell / Heads: SA 516 Gr. 60

- 2.3 For detailed scope of works, refer Technical section of the Bidding Document.

3.0 TIME SCHEDULE FOR COMPLETION:

- 3.1 12 (Twelve) months for Mechanical Completion plus 3 (Three) months for Commissioning from the date of issue of Letter of Acceptance.

4.0 SALIENT DETAILS:

a)	Bidding Document on Website	:	From 30.09.2016 to 01.11.2016 (12:00 Hrs IST)				
b)	Site Visit	:	As per suitability, bidder may visit Site during Site working hours prior to Pre-bid meeting. Details of contact person for Site visit are mentioned at Sl. No. 6.1 below.				
c)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	:	On 17.10.2016				
d)	Date of Pre Bid Meeting	:	at 1030 Hrs. (IST) on 18.10.2016				
e)	Last Date and time of Online submission of Bids (Bid Due Date)	:	Upto 1200 Hrs. (IST) on 01.11.2016				
f)	Online Opening of Techno-commercial Unpriced Bid	:	1500 Hrs. (IST) on 02.11.2016				
g)	Earnest Money Deposit / Bid Security	:	<table border="1"> <thead> <tr> <th>For Foreign Bidder</th> <th>For Indian Bidder</th> </tr> </thead> <tbody> <tr> <td> USD 75,750 (US Dollars Seventy Five Thousand Seven Hundred Fifty only) Or USD 66,670 (Euro Sixty Six Thousand Six Hundred Seventy only) </td> <td>Rs. 50,00,000/- (Rupees Fifty Lakh only)</td> </tr> </tbody> </table>	For Foreign Bidder	For Indian Bidder	USD 75,750 (US Dollars Seventy Five Thousand Seven Hundred Fifty only) Or USD 66,670 (Euro Sixty Six Thousand Six Hundred Seventy only)	Rs. 50,00,000/- (Rupees Fifty Lakh only)
For Foreign Bidder	For Indian Bidder						
USD 75,750 (US Dollars Seventy Five Thousand Seven Hundred Fifty only) Or USD 66,670 (Euro Sixty Six Thousand Six Hundred Seventy only)	Rs. 50,00,000/- (Rupees Fifty Lakh only)						
h)	Cost of Bidding Document (Non-Refundable)	:	Not Applicable				
i)	Opening of Priced Bids	:	On date & time to be intimated later				

If any of date, except Bid Due Date happens to be a declared holiday in EIL Gurgaon, the next working day shall be considered. EIL Office working hours are from 08:30 Hours to 17:00 Hours, from Monday to Friday.

The Bidding Document information is available on EIL website: <http://tenders.eil.co.in/newtenders/>, BPCL website: www.bharatpetroleum.in and Govt. Website: <http://eprocure.gov.in/eprocure/app>. Bidders can view / download the complete Bidding Document from website <http://eprocure.gov.in/eprocure/app>.

Information regarding amendments, time extension, clarifications, etc. will be uploaded in the websites only and will not be published in Newspapers. Bidders should regularly visit the above website(s) to keep themselves updated.

Bids are to be submitted only on e-procurement module of the Central Public Procurement Portal (CPP) i.e. <http://eprocure.gov.in/eprocure/app>. Bidder to follow instructions as given in Annexure-I to ITB (E-Tendering Methodology) for registering on the CPP Portal and submitting their bids online on the CPP Portal. It may be noted that the price details are required to be filled & submitted only on the Schedule of

Prices (SOP) format downloaded from Govt. e-procurement Portal, during the period when the Bidding Document and its amendment (if any) is available on website.

5.0 BIDDER QUALIFICATION CRITERIA (BQC):

Bidder shall fulfill the following Bidder's Qualification Criteria in order to qualify for the subject work:

5.1 EXPERIENCE CRITERIA (TECHNICAL)

5.1.1 **Definition of Bidder:** Responsible for quoting the complete mounded bullet along with associated systems and owning single point overall responsibility for execution & completion of total job.

5.1.2 a) Bidder on his own shall have site (Project/Construction site) fabricated during the last ten (10) years at least one column/reactor/mounded bullet of not less than 3600mm diameter with material of construction as **Boiler Quality Carbon Steel** of thickness not less than 28mm thickness.

b) The bidder during the last ten (10) years must have executed at least one job in Hydrocarbon \ Refinery \ Petrochemical \ Fertilizer \ Chemical \ Gas processing plants \ Marketing Terminals as single point responsibility Vendor of Mounded Bullets System involving two or more mounded storage vessels in a single mound, where the scope of work included supply, fabrication, construction and hydro-test of the complete system.

5.1.3 In case bidder on his own does not meet the criteria specified in 5.1.2 above in terms of associated civil works etc. but meets the criteria in terms of fabrication, erection and testing and other connected works etc., he can still be qualified provided:

i) The bidder engages a sub contractor who meets the criteria specified in 5.1.2 above in terms of associated civil works etc.

ii) In this case, either sub contractor shall prepare the detailed fabrication drawing related to civil works or the fabrication drawings prepared by Bidder shall be vetted & duly approved by the sub contractor.

iii) The bidder furnishes along with his bid the MOU / Letter of Agreement / Letter of Consent with the proposed sub contractor and shall not change thereafter. This agreement/MOU/Letter of Consent must remain in force at least till pendency of the contract.

iv) However, bidder shall guarantee the package as Single Point Responsibility Vendor.

5.1.4 Bidder who do not meet the criteria specified in 5.1.2 above on their own, can still be qualified provided:

i) Bidder must have executed in last ten (10) years at least one Engineering, Procurement & Construction work for process unit of Hydrocarbon \ Refinery \ Petrochemical \ Fertilizer \ Chemical \ Gas processing plants \ Marketing Terminals which shall have completed one year of operation.

ii) The Bidder engages a sub contractor who meets the criteria specified in 5.1.2 above.

In case, selected Sub contractor is not able to meet criteria in 5.1.2 above in terms of associated civil works only, bidder can additionally engage a sub contractor who meets criteria specified in 5.1.3 above.

iii) The bidder furnishes along with his bid the MOU / Letter of Agreement / Letter of Consent with the proposed sub contractors and shall not be changed thereafter. This agreement / MOU / Letter of Consent must remain in force at least till the pendency of the contract.

iv) However, bidder shall guarantee the package as Single Point Responsibility Vendor

5.1.5 In case Bidder on his own does not meet the criteria specified in 5.1.2 above alone, he can still bid as Consortium/ unincorporated joint venture, provided:

- i) Consortium/ unincorporated joint venture bid shall comprise of maximum two members (one leader and one member).
- ii) Leader of the consortium/ unincorporated joint venture shall meet the technical criteria specified in 5.1.2 above. In case, leader doesn't meet the criteria specified in 5.1.2 with respect to associated civil works etc. same can be fulfilled by any consortium/ unincorporated joint venture member.
- iii) The division in scope of work between consortium/ unincorporated joint venture member shall be commensurate with their past experience. The overall project management shall be performed by the leader. The leader and the members of consortium/ unincorporated joint venture shall assume responsibility jointly and severally and shall submit agreement/ memorandum of understanding (MOU) along with the bid clearly defining the scope and responsibility of each member including the leader. This agreement/ MOU must remain in force at least till the pendency of the contract.
- iv) The consortium/ unincorporated joint venture leader and the distribution of work shall be identified and submitted along with the bid and shall not be changed thereafter.

5.1.6 The time period mentioned in above clauses of 5.1.2 shall be reckoned from the bid due date.

5.2 EXPERIENCE CRITERIA (COMMERCIAL)

5.2.1 The Bidder who seek qualification should have executed and completed in the previous ten years reckoned from the due date of submission of bids as least:

One similar work of value not less than Rs. 2856 Lakh (Rupees Twenty Eight Crore Fifty Six Lakh only) or USD 4,327,280 (US Dollar Four Million Three Hundred Twenty Seven Thousand Two Hundred Eighty only)

OR

Two similar works each of value not less than Rs. 1904 Lakh (Rupees Nineteen Crore Four Lakh only) or USD 2,884,850 (US Dollar Two Million Eight Hundred Eighty Four Thousand Eight Hundred Fifty only)

OR

Three similar works each of value not less than Rs. 1428 Lakh (Rupees Fourteen Crore Twenty Eight Lakh only) or USD 2,163,640 (US Dollar Two Million One Hundred Sixty Three Thousand Six Hundred Forty only)

"Similar work" shall mean as defined below:

"Supply, Fabrication, Construction and Hydro Test of mounded bullet system in Hydrocarbon/ Refinery/ Petrochemical/ Fertilizer/ Chemical/ Gas processing plant/ Marketing Terminal"

OR

"Engineering, Procurement & Construction contract for process unit of Hydrocarbon/ Refinery/ Petrochemical/ Fertilizer/ Chemical/ Gas processing plant/ Marketing Terminal"

5.2.2 In case of bids from consortium/ unincorporated Joint Venture, leader of the Consortium shall meet the Commercial Experience criteria as per 5.2.1 above.

5.3 FINANCIAL CRITERIA

5.3.1 Annual turnover criteria

5.3.1.1 The average annual financial turnover of Bidder in last 3 (three) financial years, as per the audited annual financial statement upto the bid due date shall not be less than the value mentioned below:

For Foreign Bidder	For Indian Bidder
USD 4,615,760.00 (US Dollars Four Million Six Hundred Fifteen Thousand Seven Hundred Sixty only)	INR 30,46,40,000.00 (Indian Rupees Thirty Crore Forty Six lakh Forty Thousand only)

Turnover shall be calculated including Excise Duty but excluding other Incomes.

5.3.1.2 In case of bids from consortium/ unincorporated Joint Venture, leader shall meet the annual turnover criteria as per Sl. No. 5.3.1.1 above.

5.3.2 Networth Criteria

5.3.2.1 The financial net worth of the Bidder as per the immediate preceding year's audited annual report shall be positive.

Networth means paid up share capital, Share Application Money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.

Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of Networth shall be as follows:

Paid up share capital	XXXX
Add : Share Application Money pending allotment	XXX
Add : Reserves (As defined Above)	XXXX
Less : Accumulated Losses	XX
Less : Deferred Revenue Expenditure to the extent not written off	XX
Networth	XXXX

5.3.2.2 In case of bids from Consortium/unincorporated Joint Venture, the net worth of each of the members of the consortium/ unincorporated Joint Venture, shall be positive as per the immediate preceding year's audited financial statements.

5.3.3 Working Capital Criteria

5.3.3.1 Working Capital of the Bidder as per the immediate preceding year's audited annual financial results should not be less than the value as mentioned in the table below:

For Foreign Bidder	For Indian Bidder
USD 576,970.00 (US Dollars Five Hundred Seventy Six Thousand Nine Hundred Seventy only)	INR 3,80,80,000.00 (Indian Rupees Three Crore Eighty Lakh Eighty Thousand only)

Working Capital shall be Current Assets minus Current Liabilities.

5.3.3.2 In case of bids from consortium/ unincorporated Joint Venture, leader shall meet the working capital criteria as per Sl. No. 5.3.3.1 above.

5.4 **CONSORTIUM BIDS**

- 5.4.1 Bids from Consortium/ unincorporated Joint Venture comprising of maximum two members (one Leader and one member) are also acceptable subject to meeting Bidder's Qualification criteria.
- 5.4.2 Member of the Consortium/ unincorporated Joint Venture shall give Power of Attorney (POA) to the Leader.
- 5.4.3 All Members firms/ companies of the Unincorporated Joint Venture/ Consortium shall be jointly and severally bound to the employer for the fulfilment of the terms of contract and shall authorize the Lead Member of the Joint Venture or consortium with authority to bind the joint venture or consortium, through Power of Attorney given jointly by member to Leader.
- 5.4.4 The selected Leader of the Consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all member(s) of the Consortium.
- 5.4.5 Members of the Consortium shall be liable jointly and severally for the performance of the Contract and discharge of the Contractor's obligations and liabilities under the Contract.

Notes:-

- (i) In case a bidder is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.
- (ii) Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not published, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of the bidder certifying that separate annual report of bidder is not prepared and audited.
- (iii) In case the financial year closing date is within 9 months of bid due date and audited annual report of immediate preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.

Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.

- (iv) For Indian Bidder, Order value(s) in multiple currencies shall be converted to equivalent INR at the exchange rate of RBI reference as on the date of award of such proposed qualifying work(s). Similarly for Foreign Bidder, Order value(s), in multiple currencies shall be converted at the exchange rate of RBI reference to equivalent USD as on date of award of such proposed qualifying work(s).
- (v) In case of Foreign Bidders, if Audited Financial Report is in currency other than US Dollars, the respective/desired figure for calculation of above details shall be converted into equivalent US Dollars considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of USD as on last date of Bidder's financial year shall be considered based on RBI reference Rates.

5.5 **DOCUMENTS AND DATA REQUIRED WITH BID**

The bidder shall furnish documentary evidence as below:

5.5.1 For Experience Criteria (Technical):

5.5.1.1 Details of past experience in Clause 5.1.2, 5.1.3, 5.1.4 & 5.1.5 above shall be submitted with bid along with documentary evidence as per format Annexure – I, II & III enclosed with this NIT.

5.5.2 For Experience Criteria (Commercial):

5.5.2.1 Bidder shall furnish documentary evidence i.e. Copies of work orders/ relevant pages of contract/SOR, completion certificate, from the End User/Owner/Consultant of work executed.

5.5.2.2 In the event the value of the qualifying work(s) cannot be ascertained from the Work Order/Completion Certificate submitted by Bidder, Copy of Schedule of Rates (SOR) as per Contract, relevant pages of Contracts, Copy of relevant pages of Final Bill certified by Owner for establishing requirement of BQC or written letter from their Client specifying the nature of work with quantities and values can be submitted for qualification.

5.5.2.3 Experience of bidding entity shall only be considered. A job executed by a bidder for its own plant/projects can't be considered as experience for the purpose of meeting requirement of BQC of the Bidding Document. However, jobs executed for Subsidiary/ Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BQC 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 for Subsidiary/ Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the Bidding Document to meet BQC.

5.5.2.4 A job completed by a bidder as a sub-contractor shall be considered for the purpose of meeting the experience criteria of BQC subject to submission of following documents in support of meeting the "Bidder Qualification Criteria":

- a) Copy of work order along with SOR issued by main contractor.
- b) Copies of Completion Certificates from the End User/ Owner/Consultant and also from the main Contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc. as required for qualification of the bidder inline with BQC.

5.5.3 For Financial Criteria:

5.5.3.1 Bidder shall furnish documentary evidence in the form of Complete Annual Report/ Financial Statements- including Auditor's Reports Balance sheets, Profit & Loss Accounts statements, notes & schedule of the preceding 3 (Three) financial years, along with the Bid to establish Bidder's conformance to Financial Criteria mentioned in Cl. 5.3 above.

5.5.4 All documents furnished by the bidder in support of meeting the experience and financial criteria (5.1, 5.2 & 5.3 above) of BQC as per NIT shall be submitted in a separate section/booklet along with their offer. This section/booklet shall be titled as **"Documentation against Bidder Qualification Criteria {Experience (Commercial & Technical) & Financial}"** with proper index and page numbering. Refer Instructions to Bidders (ITB) for details.

5.5.5 All documents furnished by the bidder in support of meeting the Experience and Financial criteria of BQC shall be:

EITHER

Duly certified by Statutory Auditors of the bidder or 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.

OR

Duly notarized by any Notary Public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/ High Commission in Bidder's country

OR

Duly certified by reputed Third Party Inspection Agencies (BV/ DNV/TUV/ PDIL/ CEIL / LRS / IRS / MECON / RITES / MOODY)

OR

Self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with Self-Certification as per Annexure-IV of NIT. {This option shall not be applicable to Proprietorship/ Partnership firms}

- 5.5.6 With regards to financial documents, in case Bidder submits bound original printed booklet of complete published and audited annual financial statements including balance sheet, profit & loss accounts and all other schedules for the preceding three financial years, the same shall be considered without authentication.

However, in case the bidder uploads either a photo copy of complete audited financial statement or a translated copy of the published financial statements, the same shall be authenticated as per 5.5.5 above.

- 5.5.7 In the event of submission of any document/ certificate by the bidder in language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of bidder's country or Indian Embassy in bidder country or their Embassy in India. This requirement of certification of English translation by Local Chamber of Commerce of bidder's country or Indian Embassy in bidder's country or their embassy in India is additional to the requirement of authentication stipulated in 5.5.5 above.

- 5.5.8 Bidders should have valid PF/VAT/Service Tax registrations and PAN and shall submit copy of the certificates along with the bid.

- 5.5.9 Any additional documents if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.

- 5.5.10 Submission of authenticated documents is the prime responsibility of the Bidder.

- 5.6 BPCL/EIL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.

- 5.7 BPCL/EIL reserves the right to disqualify any bidder during the tendering process by evaluating their current financial condition and performance in jobs under execution by them as per available in-hose data/ information.

- 5.8 **Bidders are required to submit all such past experience(s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience(s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the bidder.**

- 5.9 For details regarding submission of bids, refer Instructions to Bidder (ITB).

6.0 SITE VISIT & PRE-BID MEETING

- 6.1 Bidders are invited for site visit as per the date mentioned in Cl. 4.0 b) above. Details of contact person for Site visit is:

Shri Sunil K Dhakate,
Sr. Manager Construction (E&P),
Bharat Petroleum Corporation Limited,
Haldia Coastal Installation,

Patikhali, Durgachak,
Haldia, East Medinipur,
West Bengal-721602
Mobile No. 09799936500

- 6.2 The Bidders are requested to attend a pre-bid meeting at 1st Floor, Tower-I, EIL R&D Centre, Sector-16, Gurgaon, India, as per the date mentioned in Cl. 4.0 d) above.
- 6.3 Bidders are requested to submit Pre-bid queries through e-mail in the format prescribed in Bidding Document to reach EIL on or before date indicated in this NIT.
- 6.4 BPCL/EIL reserves the right not to entertain pre-bid queries received after last date of submission of pre bid queries as mentioned in this NIT.
- 6.5 Request for extension or any queries received from any bidder with less than four working days prior to bid due date shall generally be ignored, since there will not be adequate time for proper communication with Client and other Bidders.

7.0 SUBMISSION OF BIDS & VALIDITY

- 7.1 Bidders shall submit the bid directly and in their own name without involving any intermediaries.
- 7.2 Bids are required to be submitted only through CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>) using valid digital signature Certificates. Bidders are required to register themselves on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). No registration fee would be charged from the bidders. Detailed Instructions in this regard are provided as Annexure-I to Instructions to Bidder (ITB) section of the Bidding Document.
- 7.3 Bidders in their own interest are requested to register on the CPP Portal and upload/submit their bid well in time. Bidder will be responsible for any delay due to other issues.
- 7.4 Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through Fax/E-mail/Courier/Computer floppy/CD/Pen Drive shall not be accepted.
- 7.5 Bidder to refer E-tendering Methodology provided as Annexure-I to Instructions to Bidders (ITB) in the bidding document. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from EIL and / or the CPP Portal Help Desk (Contact No. . +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973).
- 7.6 Validity of bid shall be **6 (Six)** months from the final due date of submission of Bids.
- 7.7 Bidder shall be required to upload the digitally signed authenticated copies of documents for meeting BQC including MSE certificate & Power of Attorney on the e-tendering portal only. In such case, bidders shall not be required to submit the original authenticated documents including MSE certificate & Power of Attorney in physical form to EIL.

If the bidder does not upload the authenticated documents through e-tendering, bidder shall submit the physical original authenticated document, within 7 (Seven) days from the date of opening of Un-priced Bid in sealed envelope titled "Authenticated Documentation for Bidding Document No. **AK/A872-030-MA-TN-6002/1004**" with proper index and page numbering at following address. However, bidders are required to upload the scanned copy of all documents and EMD documents on E- Tendering website along with the e-bid.

Kind Attention: Mr. Atul Kumar-DGM (C&P),
1st Floor, Tower-I,
Engineers India Limited,
Sector-16 (On NH-8), Gurgaon

8.0 EARNEST MONEY DEPOSIT (EMD)

- 8.1 Bid not accompanied with EMD/Bid Security shall be summarily rejected. Earnest Money Deposit (EMD) as mentioned above shall be submitted within the Bid Due Date. EMD shall be submitted in the form of crossed Demand Draft / Pay Order / Banker's Cheque payable at Noida or Bank Guarantee (as per Proforma provided in the GCC) in favour of "Bharat Petroleum Corporation Limited". Earnest Money Deposit (EMD) shall be valid for a period of **9 (Nine) months** from the final due date for submission of Bids and shall be submitted from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI. Foreign Bidders may also submit BG from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which case the BG shall be countersigned by any Scheduled Indian Bank.
- 8.2 In case of a consortium bid, the Bid Security may be submitted by the Leader or member, on behalf of consortium as follows:
- Foreign consortium (i.e., consortium formed by foreign companies only)- US \$/Euro
 - Indian consortium (i.e., consortium formed by Indian companies only)- Indian Rupees
 - Consortium bid involving one Indian and one foreign entity- US \$/Euro or Indian Rupees.
- 8.3 Bidders are required to submit the EMD (in the prescribed format) in original at the time of bid submission in sealed envelope and are required to upload the scanned copy of EMD on e-Tendering website along with e-Bid. EMD in original shall be submitted in a **sealed envelope titled "Earnest Money Deposit for Bidding Document No. AK/A872-030-MA-TN-6002/1004"**. Bidder must upload the scanned copy of EMD (in the prescribed format) on e-Tendering website along with the e-bid. Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on e-tendering website by the bid due date & time, such bid shall not be considered for evaluation.
- If the Bidder is unable to submit original EMD within the due date and time for Bid submission, he may submit the same within 7 calendar days from the date of unpriced bid opening, provided copy of the same have been uploaded on E-Tendering website. In case the Bidder fails to submit the EMD in original within 7 calendar days, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD was uploaded earlier by the Bidder.
- 8.4 EMD exemption will be applicable for Micro and Small Enterprises (MSEs) registered with District Industries Centres (DIC) or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or MSEs having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises. On opening the un-priced bid, the certificate will be verified for registration and its validity. If the bidder meets this requirement, their bid will be processed further. If not, the bidder will be asked to submit EMD. In case the bidder does not submit the EMD within 07 calendar days of EIL intimation, then their bid shall be rejected. The certificate shall be valid as on date of opening of unpriced bid.
- 8.5 Documents to be submitted by MSEs along with un-priced bid :
- Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centres 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 having Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- b) The above document submitted by the bidder shall be duly authenticated as per Clause No. 5.5.5 above.
 - c) If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy, 2012.
- 8.6 There will be no waiver of EMD for Public Sector Undertaking of Central/State Government Undertakings.
- 8.7 Details of beneficiary for issuance of bank guarantees
Beneficiary: BHARAT PETROLEUM CORPORATION LIMITED
Bank Details: Standard Chartered Bank,
Branch Name: Barakhamba Road
Narain Manzil, 23, Barakhamba Road
MICR No.: 110036002
Account no: 52205015073
IFSC code (For RTGS): SCBL0036020
IFSC code (For NEFT): SCBL0036020
BPCL Income Tax PAN Number: AAACB2902M

9.0 GENERAL

- 9.1 BPCL/EIL reserves the right to carry out capacity & capability assessment of the bidder using in-house information and past performance.
- 9.2 If the bidder / bidder's proposed subcontractor are on Holiday/Negative/suspension/banning list of OWNER or EIL or MOP & NG or other Oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidder(s) shall not be considered for bid opening/evaluation/Award. If the bidding document were issued inadvertently/ downloaded from website, offers submitted by such bidders shall also be not considered for bid opening/evaluation/Award. Bidder shall submit self-declaration towards the same.
- 9.3 BPCL/EIL will not be responsible or liable for cost incurred in preparation & submission of bids, regardless of the conduct or outcome of the bidding process.
- 9.4 In case any Bidder is found to be involved in cartel formation, his Bid will not be considered for evaluation / placement of order. Such Bidder will also be debarred from bidding in future.
- 9.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 9.6 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.
- 9.7 Bidder shall not be under liquidation, court receivership or similar proceeding.
- 9.8 Integrity Pact, duly signed & stamped on each page, shall be submitted with Techno-commercial bid, failing which the bid shall not be considered for further evaluation.
- 9.9 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 9.10 Techno-commercial part of the Bids shall be opened at 1500 Hrs. (IST) on next working day from the due date for submission of Bids. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

Bidders may view the Bid opening statement through CPP Portal at <http://eprocure.gov.in/eprocure/app> after conclusion of Unpriced Bid Opening by Owner /EIL or may witness the bid opening in EIL Office, Gurgaon
- 9.11 Total works shall be awarded on single Bidder based on total lowest (L1) evaluated price as per the provisions of the Bidding Document.

- 9.12 OWNER/EIL reserves the right to reject any or all the bids received or annul the bidding process at any time without assigning any reason whatsoever
- 9.13 Owner reserves its right to allow Public Sector Enterprises (Central/State), purchase preference as admissible/applicable from time to time under the existing Govt. policy.
- 9.14 Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, in present tender, as the tendered Scope of work, cannot be split due to nature of job, MSE shall be allowed for execution of total tendered Scope of work, provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price.

First, the MSE Bidder next to the price of L1 Bidder shall be considered for preference. In case that MSE Bidder, does not match the price, next MSE Bidder (within the price range of L1 Bidder + 15%) shall be considered for matching the L1 Bidder prices and so on. Accordingly, the MSE Bidder who matches the price of L1 Bidder, shall be considered for award of contract. No separate preference will be given to MSE owned by Scheduled Caste & Scheduled Tribe entrepreneurs over MSE owned by general person as tendered Scope of work cannot be split in subject Bidding Document.

- 9.15 Clarifications if any, can be obtained (on working days, between 09:00 hrs to 16:00 hrs) through: Telephone Nos.: +91-124-380 2081 /2174 and/or E-mail: atul.kumar@eil.co.in; deepak.malik@eil.co.in

Queries / Clarifications relating to the CPP Portal / online bid submission process can be obtained from the 24 X 7 CPP Portal helpdesk at Contact No. +91-120-4200462, +91-120-4001002, +91-8826246593, 1800-3070-2232 or Mobile Nos. +91-7878007972/ +91-7878007973 and E-mail: support.nic@eil.co.in

Dy. General Manager(C&P)
Engineers India Limited, Gurgaon

ANNEXURE-I to NIT

FORMAT FOR PAST EXPERIENCE OF BIDDER/SUB CONTRACTOR / LEADER AND MEMBER OF CONSORTIUM/UNINCORPORATED JOINT VENTURE (For Sl. No. 5.1.2 a), 5.1.3, 5.1.4 & 5.1.5 of EXPERIENCE CRITERIA (TECHNICAL) OF BQC)

SL. NO.	ITEM DESCRIPTION	INSIDE DIAMETER OF MOUNDED BULLETS/ REACTORS/COLUMNS/VESSELS WITH THICKNESS OF SHELL / HEAD	MATERIAL OF CONSTRUCTION OF SHELL / HEAD	DESIGN CODE	YEAR OF SUPPLY	CLIENT / PROJECT	FABRICATED WEIGHT (INCLUDING INTERNALS) (M TON)	**OWNER CERTIFICATE/ INSPECTION RELEASE NOTE/ HYDROTEST CERTIFICATE ENCLOSED

NOTES

1. This format duly filled-in, stamped and signed shall be submitted along with the Bid.
2. Since the information requested in this format shall be utilized to assess the Bidder's capability to execute the subject Project, it would be in the interest of the Bidder to include only those references which are relevant for Bidder Qualification Criteria. The Bidder shall also ensure that all information asked for is furnished and the same is correct and complete in all respects. **Incorrect information furnished in this format shall render the bid/order liable for rejection at any stage of evaluation / work execution, at the risk and cost of the bidder.**
3. For the referred installations, the Bidder shall indicate the name of the User's contact person (along with his address, telephone no., fax no., e-mail id etc.) who may be contacted by the Owner / EIL, if felt necessary.
** Bidder to ensure anyone of these documents alongwith any additional document required to support qualification shall be enclosed as documentary evidence.

FORMAT FOR PAST EXPERIENCE OF BIDDER/ SUB CONTRACTOR/ LEADER AND MEMBER OF CONSORTIUM/UNINCORPORATED JOINT VENTURE (For Sl. No. 5.1.2 a), 5.1.3, 5.1.4 & 5.1.5 of EXPERIENCE CRITERIA (TECHNICAL) OF BQC)

SL. NO.	ITEM DESCRIPTION	INSIDE DIAMETER OF MOUNDED BULLETS	NO. OF BULLETS IN SINGLE MOUND	DESIGN CODE	YEAR OF SUPPLY	CLIENT / PROJECT	FABRICATED WEIGHT (INCLUDING INTERNALS) (M TON)	**OWNER CERTIFICATE/ INSPECTION RELEASE NOTE/ HYDROTEST CERTIFICATE ENCLOSED

NOTES

1. This format duly filled-in, stamped and signed shall be submitted along with the Bid.
 2. Since the information requested in this format shall be utilized to assess the Bidder's capability to execute the subject Project, it would be in the interest of the Bidder to include only those references which are relevant for Bidder Qualification Criteria. The Bidder shall also ensure that all information asked for is furnished and the same is correct and complete in all respects. **Incorrect information furnished in this format shall render the bid/order liable for rejection at any stage of evaluation / work execution, at the risk and cost of the bidder.**
 3. For the referred installations, the Bidder shall indicate the name of the User's contact person (along with his address, telephone no., fax no., e-mail id etc.) who may be contacted by the Owner / EIL, if felt necessary.
- ** Bidder to ensure anyone of these documents along with any additional document required to support qualification shall be enclosed as documentary evidence.

ANNEXURE-III to NIT

FORMAT FOR PAST EXPERIENCE OF EPC BIDDER (For Sl. No. 5.1.4 of EXPERIENCE CRITERIA (TECHNICAL) OF BQC)

Sl. No.	Package Name	Client	Brief Scope of Package (Design, Detailed engineering, Procurement, Construction etc.)	Year of Completion	Year of Commissioning/Owner Confirmation of one year operation	** Owner Certificate / Completion Certificate enclosed

NOTES

1. This format shall be duly filled-in, stamped and signed by bidder and shall be submitted along with the Bid. In case backup consultant and / or subcontractor is engaged by bidder, duly filled in format shall also be signed and stamped by backup consultant/ sub-contractor, as applicable.
2. Since the information requested in this format shall be utilized to assess the Bidder's capability to execute the subject Project, it would be in the interest of the Bidder to include only those references which are relevant for Bidder Qualification Criteria. The Bidder shall also ensure that all information asked for is furnished and the same is correct and complete in all respects. **Incorrect information furnished in this format shall render the bid/order liable for rejection at any stage of evaluation / work execution, at the risk and cost of the bidder.**
3. For the referred installations, the Bidder shall indicate the name of the User's contact person (along with his address, telephone no., fax no., e-mail id etc.) who may be contacted by the Owner / EIL, if felt necessary.

****** Bidder to ensure anyone of these documents along with any additional document required to support qualification shall be enclosed as documentary evidence.

SELF-CERTIFICATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Enquiry document _____, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ with reference to our bid _____ against your Enquiry document _____, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including EIL/Owner’s right to put our company on Holiday/Black list for future business with EIL/Owner.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)

INSTRUCTIONS TO BIDDERS

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ENCLOSURES:

ANNEXURE-I TO ITB: INSTRUCTIONS TO BIDDERS FOR E-TENDERING – 03 PAGES

1.0 GENERAL

1.1 Introduction

- 1.1.1** Bharat Petroleum Corporation Ltd. is in the process of establishing a new LPG import terminal Project at Haldia, West Bengal.
- 1.1.2** M/s Bharat Petroleum Corporation Ltd(BPCL) hereinafter referred to as "Owner" has appointed M/s Engineers India Ltd. (EIL) as Project Management Consultant (PMC). EIL on behalf of BPCL invites bids through E-tendering from eligible bidders, for LPG /PROPANE/ BUTANE MOUNDED BULLETS under single stage two bid system.
- 1.1.3** Engineers India Ltd. shall be the Engineer-in-Charge for this Project.
- 1.1.4** Scope of Bid: The scope of Bid shall mean the entire scope covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the "WORKS")
- 1.1.5** Throughout this Bidding Documents, the term "Bid" and "Tender" and their derivatives ("Bidder/Tenderer", "Bid/Tendered/Tender", "Bidding/Tendering", etc.) are synonymous, and day means calendar day. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular. Further words "Notice inviting tender (NIT)", "Invitation for bids (IFB)" and "Notice Inviting Bid (NIB)" are synonymous.
- 1.1.6** It shall be bidder's responsibility to have thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.

1.2 Eligible Bidders

- 1.2.1** A bidder may be a firm or a company, who, have been issued the Bidding Document on Limited Competitive Basis or/and intends to submit Bid, in response to Invitation for Bids (IFB) on Open Competitive basis.
- 1.2.2** The bidders who are on holiday/negative/suspension/banning list of OWNER or EIL or MOP & NG or other oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award. Further, in case of a consortium, if any of the member(s) of consortium is on holiday/negative/suspension/banning list of OWNER or EIL or MOP & NG or other oil PSE on due date of submission of bid/ during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.
- 1.2.3** In case of limited competitive bidding, the bidding is open only to the bidders to whom Bidding Document has been issued.
- 1.2.4** In case of Limited enquiry, bidder shall fulfil the Qualification criteria (Experience and/or Financial), if applicable as per Bidding Document.

1.3 Acknowledgement & Confirmation to bid

- 1.3.1** Within 3 days of downloading of Bidding Document, bidder shall acknowledge and confirm his intention to bid for the tendered work on EIL website <http://tenders.eil.co.in/newtenders/>.

1.4 Confidentiality of Document

- 1.4.1** Bidder shall treat the Bidding Document and contents thereof as confidential.

1.5 Cost of Bidding

- 1.5.1** All direct and indirect costs associated with the preparation and submission of bid (including clarification meetings and site visit, if any), shall be to Bidder's account and Owner/ EIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.6 Site Visit

1.6.1 LPG Import Terminal Facilities Project is located at Haldia, West Bengal.

1.6.2 Bidder is advised to visit and examine the site on the date mentioned in IFB/LIB, its surroundings and familiarise himself with the existing facilities and environment, and collect all other information including applicable laws, which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

The Bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

1.6.3 Bidder may contact the following person at site for site visit purpose:

Shri Sunil K Dhakate,
Sr. Manager Construction (E&P),
Bharat Petroleum Corporation Limited,
Haldia Coastal Installation,
Patikhali, Durgachak,
Haldia, East Medinipur,
West Bengal-721602
Mobile No. 09799936500

2.0 BIDDING DOCUMENT, CLARIFICATION AND AMENDMENT

2.1 Bidding Document

2.1.1 The Bidding Document shall be read in conjunction with any amendment issued subsequently.

2.1.2 The Bidder is expected to examine the Bidding Document, including all instructions, terms, specifications and drawings in the Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid.

2.1.3 Bidding Document is non-transferable and shall at all times remain the exclusive property of Owner/EIL with a license to the Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

2.1.4 The complete Bidding Document is available on the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Detailed NIT and Notification/ Link to download the Bidding document is also available on EIL website: <http://tenders.eil.co.in/newtenders/or> BPCL website www.bharatpetroleum.in. However, the bid shall be submitted only through Central Public Procurement Portal website <http://eprocure.gov.in/cppp>.

2.1.5 All amendments, time extension, clarifications, notifications etc. will be uploaded in the Central Public Procurement Portal: <http://eprocure.gov.in/eprocure/app> and information regarding the same shall also be published in <http://tenders.eil.co.in/newtenders/>. In case of press enquires the same will not be published in newspapers. Bidders should regularly visit the above website to keep themselves updated.

2.1.6 Agencies can view/download the Bidding Document free of cost.

2.2 Clarification Requests by Bidder & Pre-bid meeting

2.2.1 Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in IFB/ LIB. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent

& senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

- 2.2.2** In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding document in writing delivered by hand or by e-mail in the format provided in Bidding Forms so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to concerned persons specified in NIB/LIB, to enable EIL to prepare replies to the queries in the same format expeditiously.
- 2.2.3** The bidders are required to participate in the pre-bid meeting after going through the entire bidding document alongwith BQC. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC. In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.
- 2.2.4** Replies to the pre-bid queries will be uploaded in EIL website <http://tenders.eil.co.in> as expeditiously as possible. After pre-bid meeting, no further queries will be entertained from the bidders.
- 2.2.5** Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment. The response of EIL shall form part of the Bidding Document.
- 2.2.6** Based on the pre-bid discussions, no-deviation form/techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying to bidding document requirements and BPCL/EIL shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.
- 2.2.7** Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of Contract, from performing the Work in accordance with the Contract.
- 2.2.8** A bidder may seek clarifications regarding the Bidding Document provisions, bidding process and / or rejection of his Bid. Owner/EIL shall respond to such requests within a reasonable time.

2.3 Amendment of Bidding Document

- 2.3.1** Owner/ EIL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue modifications/changes/clarifications in the form of Amendment through EIL website <http://eprocure.gov.in/eprocure/apponly>, during the bidding period. Any Amendment thus issued shall become part of Bidding Document and Bidder shall upload along with their bid, the scanned copy of the Amendment duly signed and stamped as a token of his acceptance.

3.0 PREPARATION AND SUBMISSION OF BIDS

3.1 E-Tendering

- 3.1.1** The bid shall be submitted through Central Public Procurement Portal <http://eprocure.gov.in/eprocure/apponly>. Methodology for e-tendering shall be as per attached **Annexure-I to ITB**. Bidders are requested to get acquainted with the E-Tendering Website and upload their Bid well within the time provided for bid submission to avoid last minute hassles.

3.2 Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

Bidder is required to complete certain activities like Registration in e-tender website, obtaining User ID & Password, enabling of Vendor and mapping of Digital Signature Certificate etc. before they can load their e-bid on website.

In the event of failure in bidder's connectivity with CPPP website during the last few hours on account of problem on bidders account, they are likely to miss the deadline for bid submission. Due date extension request due to this reason will not be entertained. In view of the same, bidders are advised to upload their bid in advance.

3.3 No physical Bids / Offers shall be permitted. The Offers submitted through e-tendering system shall only be considered for evaluation and ordering. Bids submitted through Fax/e-mail/courier/computer floppy/CD/Pen Drive etc. shall be rejected.

3.4 Language of Bid

3.4.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and EIL, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.5 Documents Comprising the Bid

3.5.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

3.5.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be signed in full by the person or persons signing the bid.

3.5.3 The Bid shall be submitted in three parts viz. Part-I, Part-II & Part-III in respective folders provided in the website.

PART-I Techno-commercial / Un-priced Bid
PART-II Priced Bid
PART-III EMD/Bid Security

3.5.4 **PART-I: Techno-commercial / Un-priced Bid** shall contain the following documents duly stamped & signed by Bidder:

Section-I:	<ul style="list-style-type: none"> i) Submission of Bid Letter and Integrity Pact ii) Form of Bid and Information about Bidder as per FORM-A and FORM-B respectively. iii) Power of attorney in favour of signatory (ies) of the e-bid. iv) Submission of declaration by bidder as per FORM-C.
Section-II:	<ul style="list-style-type: none"> i) Documentation against Bidder Qualification Criteria (Experience/ Technical & Financial)
Section-III:	<ul style="list-style-type: none"> ii) Deployment Schedule of Construction Equipment, Tools & Tackles proposed for execution of works as per Proposal FORM-D. iii) Detailed execution Philosophy of work as per Proposal FORM-E. iv) Details of proposed organisation along with CVs of key personnel for Home and Site Office as per Proposal FORM-F & FORM-F1. v) Deployment Schedule of Supervisory Personnel as per Proposal FORM-G.

	vi) Schedule for completion of major activities in the form of bar chart. vii) Quality Assurance: A brief description of the Bidder's QA system and a statement detailed how QA will be implemented for the Project.
Section-IV:	i) Copy of Partnership Deed in case of Partnership Firm or Memorandum & Articles of Association in case of Limited Company. ii) Bank mandate form duly filled, signed and stamped with banker's certification as per FORM-M iii) Submission of declaration regarding PF / ESI /ST registration and PAN as per FORM-L .
Section-V:	i) Unpriced copy (without price) of complete Schedule of Prices document replacing Price figures with words "Quoted/Not Quoted" (as applicable), duly scanned, signed and stamped on each page. ii) Unpriced copy of recommended spares for two years of normal operation.
Section-VI:	i) Technical offer and engineering details, if any, required as per Bidding Document. ii) Technical Compliance Formats of respective technical disciplines as provided in the Bidding Document.
Section-VII:	i) Letter of waiver of conditions/ deviations as per FORM-K
Section-VIII:	i) Self-certificate that the bidder is not under Liquidation, Court receivership or similar proceedings on Company's letter head; ii) Information about any Current Litigation/ Arbitration, if any, in which bidder is involved; iii) Declaration by bidder regarding holiday/negative/suspension/banning list of OWNER or EIL or MOP & NG or other oil PSE;
Section-IX:	i) Signed and Stamped copy of Master Index for Technical and Commercial Volumes provided with the Bidding Document and copy of amendments (if any) in token of having accepted and considered the same in preparing and submitting the bid {Note: Bidder need not submit complete Bidding document, only Master Index is required}
Section-X:	i) Check list for Bid Completion (Commercial), duly filled in as per FORM-N . ii) Reply to commercial questionnaire as per FORM-H

For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Unpriced Bid.

Note: The above shall be uploaded in "PREQUAL/ TECHNICAL" folder in e-tendering portal.

3.5.5

PART-II: Priced Bid shall be submitted separately and shall consist of the following:

- i) Total Schedule of Lump sum Prices as per formats **(SP-0 to SP-8)** given in the Schedule of Prices, duly filled-in with prices, stamped & signed on each page, complete in all respects, shall be submitted.

This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

Note: Part-II shall be uploaded in "FINANCE" folder in e-tendering portal.

3.5.6 PART-III: EMD/Bid Security:

- (i) EMD/Bid Security, in the form of Demand Draft / Pay Order / Banker's Cheque payable at Noida or Bank Guarantee (as per Proforma provided in the GCC) in favour of "Bharat Petroleum Corporation Limited", as stipulated in LIB/ NIT, shall be submitted in the following manner:
- Original EMD (in physical form):not later than Seven (7) days from the date of Un-priced Bid Opening
 - Copy of Original EMD: Scanned & uploaded in E-Tendering Portal along with Un-priced Techno-commercial Bid. Scanned copy of Bid security shall be uploaded in "FEE FOLDER" in e-tendering portal.

3.5.7 SUBMISSION OF ORIGINAL DOCUMENTS:

- a) Bidders shall submit the following documents in ORIGINAL within Seven (7) days from the date of Un-priced Bid Opening:
- (i) EMD/ Bid Security
 - (ii) Micro & Small Enterprise registration certificate (as applicable)
 - (iii) Booklet titled as "Authenticated documents in support of fulfilment of the Bidder Qualification Criteria" as per NIT, if the bidder does not upload the authenticated documents through e-tendering.
 - (iv) Power of Attorney in favour of signatory (ies) of bid.
 - (v) Signed and stamped Integrity Pact
- b) These documents in sealed envelope must be received by EIL at the following address:
- DAK RECEIPT SECTION,
ENGINEERS INDIA LIMITED,
TOWER-2, GROUND FLOOR,
EIL COMPLEX, SECTOR-16,
(NEAR 32nd MILESTONE ON NH-8),
GURGAON- 122001
HARYANA
- ATTN: MR. ATUL KUMAR, DGM (C&P)
- c) If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening.

3.6 Bid Prices

3.6.1 Unless otherwise permitted in the Bidding Documents, the bid shall be for the whole works.

3.6.2 Bidder shall quote price after careful analysis of cost involved for the performance of the work considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR/SOP but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity. Schedule of Prices (SOP) and Schedule of Rates (SOR) have been used interchangeably in this document and shall mean the same thing.

3.6.3 The Bid price is to be filled in the formats given in Schedule of Prices/ Rates.

3.6.4 The Total Lump sum Price shall be quoted in the FORM SP-0 of the SOP comprising the total of the Lumpsum prices quoted in FORM SP-1, SP-2 and SP-3.

3.6.5 Lumpsum prices given in FORM SP-1, SP-2 and SP-3 shall be quoted based on detailed

break-up quoted in FORMS SP-4, SP-5A & SP-5B and SP-6A & SP-6B respectively.

3.6.6 Each Bidder shall separately indicate in FORM SP-8 the lumpsum amounts that it has considered towards

- a) Excise Duty,
- b) Central Sales Tax (CST) without FORM 'C' on Supplies,
- c) VAT
- d) Basic Custom Duty on Finished Capital goods,
- e) Customs Educational Cess and Customs Secondary & Higher Education Cess for Imported Items
- f) Countervailing Duty (CVD) for Imported Items,
- g) Additional Import Duty (AID)/ SAD/ Additional CVD for Imported Items,
- h) Service tax
- i) Swachh Bharat Cess
- j) KrishiKalyan Cess
- k) Octroi/ Entry Tax
- l) Any other Tax/ Duty (bidder to mention detail)

Such amounts shall be calculated and included at the present applicable rate of the taxable value of such sale/service.

The lumpsum amounts indicated in FORM SP-8 shall form the basis for calculating the variation (increase or reduction) in taxes and duties payable by the OWNER to the CONTRACTOR or refundable by the CONTRACTOR to the OWNER, as the case may be, in accordance with the provisions in this behalf in the Special Conditions of Contract.

3.6.7 The quoted prices shall remain firm, fixed and valid until completion of the Contract performance and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Document.

3.7 Prices in FORM SP-1 & FORM SP-2

3.7.1 The price for Residual Design & Detailed Engineering component quoted in FORM SP-1 shall not exceed 3% (Three Percent) of Total Lumpsum Price quoted in FORM SP-0.

3.7.2 The prices for Supply Portion (FORM SP-2) shall not exceed 48% (Forty Eight Percent) of Total Lumpsum Price quoted in FORM SP-0.

3.7.3 In case the price(s) quoted exceed the limits specified under clause 3.7.1 and/or 3.7.2 above, the excess amounts shall be paid in the Final Bill provided the Total Lumpsum Price (Quoted in FORM SP-0) does not increase on account of such payment.

3.8 Bidder to note that Concessional forms (Form-C) shall not be provided for CST.

3.9 It shall be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to Excise Duty, Sales Tax, VAT, Service tax, Swachh Bharat Cess, Customs Duty, Countervailing Duty, Additional Import Duty etc. on the import, manufacture, sale and/or supply of any material to the OWNER and performance of the works under the Contract. The CONTRACTOR shall keep the OWNER indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

3.10 Bidder's quoted lump sum price shall be for the entire scope of work as specified in the Bidding Document on Lumpsum Turnkey Basis (LSTK) WITH SINGLE POINT

RESPONSIBILITY, in the SOP format given alongwith Bidding Document as follows:

3.10.1 Indian Bidders:

I) Residual Design and Detailed Engineering services (FORM SP-1):

Lump sum price shall include all costs related to Residual Design and Detailed Engineering services as per the requirement of Bidding Document.

II) Supply of Finished Goods (FORM SP-2):

Lump sum price of indigenous materials shall be indicated in Indian Rupees. Bidder is expected to include ex-factory value of indigenous materials, anticipated cost of procurement & profits, as applicable, towards procurement and supply of indigenous materials.

However, where only ex-factory value is applicable, Bidder shall ensure that Goods are consigned to OWNER from dispatch point and documents w.r.t. Excise duty are furnished and sales tax amount is charged accurately. Where the sale to the OWNER is deemed to take place by endorsement/transfer of Railway Receipt or Truck/Lorry or any receipt during transit, the Bidder shall consider the sales tax payable on aggregate of ex-factory value of materials, anticipated cost of procurement and profits, as applicable, towards supply of indigenous materials. The Bidder shall accurately charge Excise duty on ex-factory value of materials and furnish documents w.r.t. same.

Similarly, Bidder is expected to indicate the anticipated CIF value of the imported materials covering the price of materials as represented by the Supplier's invoice(s), the anticipated freight on the shipment of the imported goods, Marine cum transit Insurance and anticipated cost of procurement and profits.

All necessary handling equipment, cranes, tools tackle etc. for handling and loading of goods at Bidder's works/ despatch point shall be arranged by Bidder at his own cost.

Prices of minor materials for Mechanical equipment, Electrical and Instrumentation and materials for Civil, Structural and General civil, Architectural, Painting works and all consumables for testing, Pre-commissioning & commissioning shall be included in prices for Construction/ Installation quoted in FORM SP-3.

III) Services related to Inland Transportation, port & customs clearance, handling and Site Works i.e. Construction, Installation, Testing, Commissioning etc. (FORM SP-3):

• Inland Transportation, port & customs clearance:

Total quoted price shall include port & customs clearance, handling, forwarding, loading on to trucks etc. and transportation charges from Port of Entry in India and / or from any other place / works in India up to Project Site. Total quoted price shall also include provision of all handling equipment including cranes, tools/ tackle etc. required for handling of goods at Port of Entry/ Bidder's despatch point in India, as applicable and at all intermediate stations/ points up to Project Site and also for unloading at site, at Bidder's own cost. All demurrage, wharfage and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to Bidder's account. Bidder shall be solely responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry.

The prices shall include Indian customs duties on the goods offered from outside India and despatched directly to site. Customs duties on such goods shall be paid directly by the Bidder to the Indian Customs Authorities and Owner will reimburse the Custom Duty paid by the Bidder as per provisions of this document. All customs clearance formalities, including payment of port levies/charges are in the scope of Bidder and shall be borne by him. Bidders shall indicate break-up of Indian Customs Duty considered and included by them in SOP.

- Construction/ Installation etc.:

Unloading of material at site, storage at site, handling, transportation to store and from store to work site, assembly at site, erection, hook up with existing equipment/system testing, pre-commissioning, painting, insulation, commissioning, performance guarantee test run etc. as specified in the Bidding Documents.

However, Prices of minor materials for Mechanical equipment, Electrical and Instrumentation and materials for Civil, Structural and General civil, Architectural, Painting works and all consumables for testing, Pre-commissioning & commissioning shall be included in prices for Construction/ Installation quoted in FORM SP-3.

3.10.2 Foreign Bidders:

- I) Residual Design and Detailed Engineering services (FORM SP-1):

Lump sum price shall include all costs related to Residual Design and Detailed Engineering services as per the requirement of Bidding Document.

- II) Supply of Finished Goods (FORM SP-2):

Manufacture, procurement, testing and supply price of all goods on CFR Basis i.e. FOB (International port of exit) plus firm ocean freight charges shall be quoted by the Foreign Bidder for transportation through sea up-to Port of Entry in India. In case a foreign Bidder proposes to supply certain goods from India, the prices for such goods shall be quoted on ex-factory value of indigenous materials.

Prices of minor materials for Mechanical equipment, Electrical and Instrumentation and materials for Civil, Structural and General civil, Architectural, Painting works and all consumables for testing, Pre-commissioning & commissioning shall be included in prices for Construction/ Installation quoted in FORM SP-3.

- III) Port & Customs Clearance and Inland Transportation:

The prices shall include Indian import duties on the goods offered from outside India and despatched directly to site. Import duties on such goods shall be paid directly by the Bidder to the Indian Customs Authorities and Owner will reimburse the Custom Duty paid by the Bidder as per provisions of this document. All customs clearance formalities, including payment of port levies/charges are in the scope of Bidder and shall be borne by him. Bidder shall indicate break-up of Indian custom duty considered and included by them in SOP.

All demurrage, wharfage and other expenses incurred due to delayed clearance of goods, or for any other reasons, either at Indian port of entry, or at any clearing point, shall be to Bidder's account. Bidder shall be solely responsible for making all necessary arrangements for complying with all necessary formalities at the Indian port of entry.

Transportation charges of all goods from Port of Entry port and / or from any other place / works in India up to Project Site(s) including port & customs clearance, handling, forwarding, loading on to trucks etc. shall be included in quoted Price.

The transportation price shall also include provision of all handling equipment including cranes, tools/ tackle etc. required for handling of goods at Port of Entry/ Bidder's despatch point in India, as applicable and at all intermediate stations/ points up to Project Sites and also for unloading at site(s), at Bidder's own cost.

- IV) Site work:

Unloading of material at site, storage at site, handling, transportation to store and from store to work site, , assembly at site, erection, hook up with existing equipment/system testing, pre-commissioning, painting, insulation, commissioning, performance guarantee test run, training etc. as specified in the Material requisition & RFQ documents.

However, Prices of minor materials for Mechanical equipment, Electrical and Instrumentation and materials for Civil, Structural and General civil, Architectural, Painting works and all consumables for testing, Pre-commissioning & commissioning shall be included in prices for Construction/ Installation quoted in FORM SP-3.

3.11 Indian Bidders shall indicate the following in their offer:

3.11.1 Bidder's quoted prices shall be inclusive of all taxes, duties and levies etc. on the goods and services / works under the Contract till complete execution of the Order/Contract all insurance such as transit, storage cum erection etc. excluding Service Tax, Swachh Bharat Cess and KrishiKalyanCess.

Owner shall not have any liability whatsoever on this account, except for statutory variation in taxes, duties and levies etc. specified elsewhere in the Bidding Document.

3.11.2 No Cenvat/ Input Tax credit is available to BPCL. However bidder shall furnish details of all applicable Taxes/ duties (present rate) as per format provided in Schedule of Prices.

3.11.3 The bidder(s) must indicate CIF value & rate of customs duty considered in the Price Schedule. The bidder shall consider merit rate of customs duty for the imported materials. Bidder shall ascertain the applicable merit rate of customs duty and shall be solely responsible towards applicability and correctness of such rates. The evaluation and ordering shall be carried out based on the merit rate of customs duty considered by the bidder. Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.

If bidder has considered customs duty for import materials other than the merit rate of customs duty in their offer, then statutory variation on the customs duty will be payable extra on the merit rate of custom duty or the rate of custom duty considered by the bidder, whichever is lower.

3.11.4 Bidder shall furnish list of recommended spares for Two years operation and maintenance (FORM SP-7) indicating itemwise unit price and quantity.

3.12 Foreign Bidders shall indicate the following in Price Schedule

3.12.1 Foreign Bidders shall quote their prices in US Dollars/ Euros/Indian Rupees (for that component of his price, which the Vendor expects to spend in India)only.

3.12.2 It must be clearly understood by Foreign Bidders that prices of such goods, if any, which the Bidder proposes to supply from India, shall be quoted in Indian Rupees only. Further, such component of Bidder's price for services like Construction/ Installation etc. to be performed in India, which the Bidder expects to spend in India, shall also be quoted in Indian Rupees only. However, such part of services in India which shall be rendered by Vendor's foreign personnel only may be quoted in foreign currency. **Only one order for Complete Scope shall be placed on the Foreign Bidder, which shall explicitly define the order values in foreign currency as well as Indian currency portion as quoted by the bidder. Overall responsibility towards the contractual obligations like delivery, order execution, performance guarantee etc., shall be with the Foreign Bidder only.**

3.12.3 Foreign Bidder's quoted prices shall be inclusive of all taxes, duties, levies etc. including Indian Imports Duty as applicable in India and outside India, on the goods and services/Works under the Contract, till complete execution of the Order/Contract, including all insurance such as Marine, Transit, Storage, Erection etc., and Owner shall not have any liability, whatsoever, on this account except for statutory variation in taxes, duties and levies etc. applicable in India specified elsewhere in the Bidding Document.

3.12.4 Foreign Bidder's quoted prices shall also be inclusive of export licensing charges/ fee, if any, applicable for export of goods/services to India, withholding tax and any other charges applicable in bidder's country.

3.12.5 For supplies sourced within India & directly despatched to Site, the Foreign bidder shall quote firm price for Indian supply in Indian rupees on ex-factory value basis inclusive of all taxes & duties payable up to Project Site.

3.12.6 Bidder shall furnish details of all presently applicable Taxes/ duties as per format provided

in Schedule of Prices.

- 3.12.7** In case any of the foreign bidder's receipt against the order is subject to tax deduction at source in India, the Bidder to quote prices gross of Indian income tax and indicate applicable rate of same in the offer.
- 3.12.8** Custom Duty applicable on construction equipment, tools and tackles imported by Seller, for use during execution of work and for re-export after use, shall be fully borne by Seller as applicable.
- 3.12.9 Concessional rate of Custom Duty:**
- a. No concessional/Project rate of customs duty is applicable for this Project and owner shall not provide any certificate towards the same.
 - b. The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption / waiver is applicable to the products being supplied by him under any multi-lateral / bi-lateral trade agreement between India and bidder's country.
 - c. The bidder shall be liable to provide all documentation to ensure availment of the exemption / waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- 3.12.10** Bidder shall furnish list of recommended spares for Two years operation and maintenance (FORM SP-7) indicating itemwise unit price and quantity.
- 3.13 Currencies of Bid & Payment**
- 3.13.1** Indian Bidder shall quote prices in Indian Rupees (INR) only. Foreign Bidder shall quote in US Dollars / Euros/ INR, limited to maximum two currencies. i.e. i) in INR ii) any one of US Dollars / Euros.
- 3.13.2** Foreign bidders shall quote the price for Indian materials, services and for expenses to be incurred in India only in Indian Rupees.
- 3.13.3** For Bid Evaluation, the RBI reference rate of Foreign Exchange published on the day of opening of the Priced Bids shall be considered. In case the RBI reference rate of foreign exchange published on the day of opening is not available, immediate preceding exchange rate published by RBI shall be considered.
- 3.13.4** Currency once quoted will not be allowed to be changed.
- 3.14 Bid Validity**
- 3.14.1** The Bid shall remain valid for acceptance for a period of **Six Months** from the due date of submission of the bid. The Bidder shall not be entitled during the said period to revoke or cancel his bid or to vary the bid except and to the extent required by Owner/ EIL in writing.
- 3.14.2** Owner/EIL may request the bidder for extension of the period of validity of bid. If the bidder agrees to the extension request, the validity of Bank Guarantee towards EMD/Bid Security shall also be suitably extended. Bidder may refuse the request of extension of bid validity without forfeiting his EMD/Bid Security. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.
- 3.15 Earnest Money Deposit/Bid Security**
- 3.15.1** Bids must be accompanied with the Earnest Money Deposit (EMD) for an amount indicated in LIB/NIT. EMD shall be submitted in the form of crossed Demand Draft / Pay Order / Banker's Cheque payable at Noida or Bank Guarantee (as per Proforma provided in the GCC) in favour of "Bharat Petroleum Corporation Limited". Earnest Money Deposit (EMD) shall be valid for a period of 9 (Nine) months from the final due date for submission of Bids and shall be submitted from any Indian scheduled bank which includes Indian branch of foreign bank recognized as scheduled bank by RBI. Foreign Bidders may also submit BG from an international bank of repute having a branch in India or having correspondent banking relationship with an Indian scheduled bank, in which

case the BG shall be countersigned by any Scheduled Indian Bank.

3.15.2 Bidder should upload the scanned copy of Earnest money deposit (EMD) in E-Tendering website. The original EMD should be submitted in a sealed envelope titled **Earnest Money Deposit against Bidding Document No.** at address mentioned at Sl. No. 3.5.7 above, on the last date of bid submission. However, in case of non-submission an additional seven days shall be provided for submission of original hard copy. Bidders to ensure that the original hard copy of EMD (in the prescribed format) sent should match with the details available in the scanned copy, otherwise the uploaded bid will be summarily rejected. EMD shall be submitted within 07 days of last date bid submission. In case the Bidder fails to submit the same in original within 7 days, his bid shall be rejected, irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

3.15.3 The bid security shall be forfeited:

- (a) if a bidder withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder; or submits multiple bids/alternative bids in accordance with Clause 5.0 of ITB; or
- (b) on his own modifies his bid during the period of bid validity; or
- (c) if the successful bidder fails to:
 - (i) sign the Contract in accordance with Clause 7.3 of ITB; and/or
 - (ii) furnish a Contract performance Bank Guarantee in accordance with Clause 8.0 of ITB.
 - (iii) to accept arithmetical corrections pursuant to Clause 6.5.3, 6.5.4 & 6.5.5 of ITB.
- (d) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/ forged in accordance with relevant provisions provided in Bidding Document.

3.15.4 Owner/ EIL may at any time cancel or withdraw the enquiry without assigning any reason and in such cases the earnest money submitted by Bidder will be returned.

3.15.5 After acceptance of order by successful Bidder, Owner/ EIL will return the Earnest Money Deposit to all unsuccessful bidders.

3.15.6 Earnest Money Deposit shall be returned to the successful Bidder after he has furnished the Security Deposit to Owner.

4.0 SUBMISSION OF BID

4.1 For submission of Bid, please refer instructions to bidders for e-tendering enclosed as Annexure-I to this ITB. Due date and time for submission of bids have been mentioned in the Letter Inviting Bid (LIB)/ Notice inviting Bid (NIB).

4.2 For documents comprising the Bid, please refer Clause No. 3.5 above.

5.0 ALTERNATIVEBIDS

5.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

- i) All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected and BID SECURITY, if any, in case of direct bid submitted by bidder 'A' shall be forfeited.
- ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting

alternative/ multiple bids.

6.0 BID OPENING AND EVALUATION

6.1 Opening of Techno-Commercial Part of Bid

6.1.1 Techno-Commercial (Un-priced) Part (Part-I) and EMD (Part-III) will be opened on the scheduled date and time. In the event the specified date of bid opening being declared/happen to be a holiday for EIL, the bid shall be opened by the appointed time and location on the next working day.

6.1.2 Bidders can witness bid opening by logging on to the E-Tendering Portal through their system using their valid digital signature/certificate.

6.2 Clarification & Additional Information

6.2.1 Bidder should submit all the details called for along with their bid. However, Owner/EIL may give opportunity to the bidders to submit missing details or clarifications within certain stipulated time. Offer of bidder will be evaluated based on available details within such stipulated time.

6.2.2 During evaluation, Owner/EIL may request Bidder for any clarification on the Bid, additional or outstanding documents. Bidder shall submit all additional documents in Original and 1 copy.

6.3 Bid Evaluation Criteria

6.3.1 Prior to detailed bid evaluation, the EIL/OWNER will determine the substantial responsiveness of each bid with respect to the Bidding Documents. EIL/OWNER determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 3.5 of ITB.

6.3.2 A substantially responsive bid is one, which conforms to the terms, conditions and specification of the Bidding Documents (including Technical and Commercial Amendments, if any) without any deviation. Bidder shall submit duly signed stamped Total Compliance statement/ Letter of waiver of conditions/ deviations.

6.3.3 All documents uploaded by the bidder in support of meeting the Bidder's Qualification Criteria shall be duly certified and authenticated as mentioned in NIB.

6.3.4 The recommendation for price opening shall be formulated after taking into account the following aspects:

- a) Bidder's Qualification Criteria as per requirements given in NIB
- b) Technical acceptability of the Bids.
- c) Status of bidder w.r.t. Holiday/negative/suspension/banning list as per Clause No. 1.2 of ITB.
- d) Commercial acceptability of bids based on Compliance to requirement of Bidding Document as per Clause Nos. 6.3.1, 6.3.2&6.3.3above.

6.4 Opening of Price Part of Bid

6.4.1 Priced commercial part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders can witness bid opening details by logging on to the E-Tendering Portal through their system.

6.5 Evaluation of Price Bids

6.5.1 The Total Lumpsum Price quoted by the bidder in FORM SP-0 as per the Schedule of Prices (SOP) shall be considered for evaluation and determining L1 Bidder, subject to provisions as mentioned below.

6.5.2 The bidder shall fill the Schedule of Lumpsum Prices both in figures as well as in words in the SOP forming part of the Bidding Documents, in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the SOP and duly signed by the bidder.

- 6.5.3** When there is a difference between the prices in figures and words, the price in words shall prevail.
- 6.5.4** In case of any contradiction between the Total Lumpsum Price(s) in FORM SP-0 or Lump sum price(s) in FORM SP-1, SP-2 and SP-3 or total of break-up prices indicated in FORM SP-4, SP-5 and SP-6, the Lump sum Prices quoted shall prevail in following order:
(1) Total Lump sum Prices quoted in FORM SP-0
(2) Lump sum Prices quoted in FORM SP-1, SP-2 and SP-3
(3) Total Prices quoted in FORM SP-4, SP-5 and SP-6.
- 6.5.5** Total Lumpsum Price quoted in FORM SP-0 shall govern in case of contradiction and further break-up of prices shall be corrected accordingly.
- 6.5.6** To arrive at the evaluated prices, loading / adjustment on Total Lumpsum Price, wherever applicable, shall be done as per following:
i) Price loading on account of Service Tax, Swachh Bharat Cess, KrishiKalyan Cess amount as quoted by the Bidder in FORM SP-8.
ii) Any other loading specified elsewhere in the Bidding Document.
- 6.5.7** Conditional discount, if offered, shall not be considered for evaluation.
- 6.5.8** While arriving at the final evaluated prices of all the Bidders, any suo-moto /lump sum percentage or adhoc reduction by the Bidders after submission of the priced bid shall not be considered for evaluation. However, if such bidder happens to be lowest after evaluation, such rebate shall be taken into account for award of work.
- 6.5.9** Any suo-moto /lump sum percentage or adhoc increase by the Bidders after submission of the priced bid shall result in rejection of Bid.
- 6.5.10** If for any of Taxes & Duties mentioned above the bidder has quoted rates at variance to the rates specified in the Statute/Rules, the correct rate as per the prevailing Statute/Rules shall be taken for evaluation.
The Ceiling amount on which such tax/ duty is applicable as quoted by the bidder in the Form SP-8 of Schedule of Prices shall be taken for evaluation.
- 6.5.11** For Bid Evaluation, the RBI reference rate of Foreign Exchange published on the day of opening of the Priced Bids shall be considered. In case the RBI reference rate of foreign exchange published on the day of opening is not available, immediate preceding exchange rate published by RBI shall be considered.
- 6.5.12** Prices quoted for recommended spares for two years operation and maintenance shall not be considered for evaluation.
- 6.6 Bid Evaluation Process to be Confidential**
- 6.6.1** Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence Owner's/ EIL's processing of bidding or award decisions may result in rejection of such Bidder's bid.
- 6.7 Owner's Right to accept or Reject a Bid**
- 6.7.1** Owner reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions by Owner shall bear no liability whatsoever consequent upon such decisions.
- 7.0 NEGOTIATION AND AWARD OF WORK**
- 7.1 Negotiation**
- 7.1.1** In the opinion of Owner, if the prices quoted by the Lowest Bidder are considered high, Owner may invite the Lowest Bidder for price negotiation. Lowest Bidder shall attend

such negotiation meetings and if requested by Owner, bidder shall provide the analysis of rates/ break-up of amount quoted by him for any or all items of Schedule of Prices/ Rates to demonstrate the reasonability.

7.2 Award of Work

7.2.1 Evaluation of Bids and finalisation of Contract/Award of Work shall be on overall Lowest Evaluated Price Bid (L1) basis after Commercial & Technical Loading, as applicable.

7.2.2 The Bidder, whose bid is accepted by Owner, shall be issued Letter of Acceptance (LOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOA.

7.2.3 Owner/ EIL shall not be obliged to furnish any information/ clarification/explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidders, Owner/ EIL shall correspond only with the successful bidder(s).

7.3 Contract Document

7.3.1 The successful Bidder shall be required to execute a formal Agreement as per the Form of Contract, with Owner within the specified period. For execution of the Agreement, the successful bidder shall provide Stamp Paper of appropriate value. The cost of non-judicial stamp paper shall be borne by the Contractor.

7.3.2 The Contract document shall consist of the following:

- i) Agreement (Form of Contract) signed on non-judicial stamp paper by Owner and Contractor.
- ii) Letter of Acceptance
- iii) Detailed Letter of Award along with enclosures.
- iv) Bidding Document.
- v) Amendments to Bidding Document, if any.
- vi) Any other documents as deemed necessary.

8.0 CONTRACT PERFORMANCE GUARANTEE

8.1 Within 30 (Thirty) days from the date of Notification of Award of works by the OWNER, the successful bidder shall furnish a Contract Performance Guarantee in line with Clause No. 18 of GCC.

9.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

9.1 Preference, if applicable to MSEs, shall be as per NIT.

9.2 For facilitating promotion and development of micro and small enterprises, OWNER/EIL is committed to promote the procurement of supplies/ services from MSEs in Orders/ contracts awarded. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub-contractors to the extent possible under the Orders/ Contracts awarded on them. After award of work, supplier/ contractor shall furnish a statement alongwith copies of orders/ FOAs placed by them on their sub-suppliers/ sub-contractors who are MSEs, to EIL Project Manager/ RCM, as applicable.

10.0 COMPLIANCE TO REQUIREMENT OF PAN NO. , TAX RESIDENCY CERTIFICATE AND FORM NO.10F (APPLICABLE FOR FOREIGN BIDDER IN CASE OF SERVICES IN INDIA IS REQUIRED AS PER SCOPE OF BIDDING DOCUMENT)

It is mandatory for the foreign bidder to furnish the following information in case his receipts are subject to tax deduction at source in India:

10.1 PAN No.

10.1.1 As per the Indian Income Tax requirements failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant. In the case non-residents not having PAN No. the provision of Section 206AA of Finance Act, 2016, shall not apply if non-resident furnished the following information:

- a) Name, Email Id, Contact no.
- b) Address in the country of which the deductee is a resident
- c) TRC from Government of that country
- d) Tax Identification Number/ unique number of the deductee in the country of his residence.

10.2 Tax Residency Certificate (TRC)

10.2.1 TRC containing prescribed particulars as per format provided in GCC from the Government of foreign country in order to claim the benefits of DTAA as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

10.3 Form 10F

10.3.1 In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form no. 10F (as per format provided in GCC). Form 10F has to be signed & verified by the assessee himself.

10.3.2 If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder.

- 10.3.3** However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC.
- 10.3.4** The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier.
- 10.3.5** Failing submission of the above information, any additional tax liability on Owner, will be deducted from the payment due to the contractor.

PROPOSAL FORMS

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FORM-A

FORM OF BID

(To be filled by the Bidder)

To
Bharat Petroleum Corporation Limited,

Dear Sirs,

Having examined the Bidding Documents consisting of the Letter Inviting Bid / Invitation for Bids, Bidding Data Sheet Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Specifications, Technical requirements, Time Schedule, Form of Agreement, Form of Bid, and Addendum(s) to the Bidding Documents (if any), and having understood the provisions of the said Bid Documents and having thoroughly studied the requirements of Bharat Petroleum Corporation Limited in connection with the ----- (Name of Work) for ----- and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of Site Fabrication Areas, the availability of land and/or premises for temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relevant to the formulation of the Bid and the performance of work, I/we hereby submit our bid/offer for the performance of the proposed services and supplies in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rates/prices quoted by me/us in Schedule of Rates/Price included within the Bid Documents and arrived at rates/prices for the services and supplies as per the Schedule of Rates/Price. If the work is awarded to me/us, I/we undertake to perform the work and make the supplies in accordance with the Contract Documents as defined in the Form of Agreement forming part of the bid documents and accept the terms and conditions of Contract as laid down therein and undertake to submit within 30 (Thirty) days of receipt of Notification of award of Bid for security deposit as specified in the Fax of Acceptance of bid by way of Bank Guarantee from a Scheduled Bank in India and to commence work at the job site and to sign the formal Contract in terms of the Proforma of Contract Agreement (enclosed with GCC) forming part of Bid Documents within 30 (Thirty) days of receipt of the Letter of Award / Fax of Acceptance from Bharat Petroleum Corporation Limited.

I/ We further undertake to keep my/our Bid/offer open for a period as mentioned in Bid Data Sheet from the date of opening of bids.

Yours faithfully,
(Signature(s) of the Bidders(s))

Name & Designation of authorised person signing the Bid on behalf of the Bidder(s)
Full Name and address of the Bidder(s).

FORM-B

INFORMATION ABOUT BIDDER

1	IN CASE OF INDIVIDUAL	
1.1	Name of Business.	
1.2	Whether his business is registered.	
1.3	Date of commencement of business.	
1.4	Whether he pays Income Tax over Rs.10,000/- per year.	
2.0	IN CASE OF PARTNERSHIP	
2.1	Name of Partners	
2.2	Whether the partnership is registered.	
2.3	Date of registration of firm.	
2.4	If each of the partners of the firm pays income tax over Rs.10, 000/- a year and if so which of them pays the same.	
2.5	Age of Partners	
3.	IN CASE OF LIMITED LIABILITY COMPANY OR COMPANY LIMITED BY GUARANTEES	
3.1	Amount of paid up capital	
3.2	Name of Directors	
3.3	Date of Registration of Company	
3.4	Copies of the Balance sheet of the company for the last 3 years.	
4.	GENERAL	
4.1	Income Tax PAN No. of the firm.	
4.2	Provident Fund Registration No. of the firm.	
4.3	Sales Tax Registration No. of the firm.	

LPG IMPORT TERMINAL FACILITIES PROJECT
M/s BPCL
Job No. A872

Proposal Forms
LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS
Bid Doc No.: AK/A872-030-MA-TN-6002/1004

FORM-C

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents (including but not limited to) the Commercial & Technical Requirements/ Specifications and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

We are submitting the Table of Contents of Bidding Documents and amendments, if any, as part of our Bid duly signed and stamped on each page in token of our acceptance. We are submitting the total Bidding Document as part of our Bid & undertake that all parts of the Bidding Documents shall be deemed to form part of our bid and in the event of award of work to us, all the parts shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of these documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

NOTE: This declaration should be signed by the Bidder's representative who is signing the Bid.

Engineers India Limited
New Delhi

FORM-D

DEPLOYMENT SCHEDULE OF CONSTRUCTION EQUIPMENT

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE															TOTAL	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
1	CRANES																		
1.1	(BIDDER TO SPECIFY)																		
1.2																			
1.3																			
1.4																			
1.5																			
1.6																			
1.9																			
2	DIESEL GENERATORS																		
2.1	(BIDDER TO SPECIFY)																		
2.2																			
2.3																			
3	COMPRESSORS																		
3.1	(BIDDER TO SPECIFY)																		
3.2																			
4	WELDING M/C'S																		
4.1	DIESEL WELDING M/C																		

LPG IMPORT TERMINAL FACILITIES PROJECT
M/s BPCL
Job No. A872

Proposal Forms
LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS
Bid Doc No.: AK/A872-030-MA-TN-6002/1004

SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE																
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	
4.2	DIESEL GENERATOR																		
4.3	WELDING TRANS FORMERS/REC-TIFIERS																		
4.4	TIG WELDING M/CS																		
5	GRIT BLASTING M/CS																		
6	SPRAY PAINTING M/CS																		
7	STRESS RELIEVING M/CS																		
8	RADIOGRAPHYM/CS																		
9	TEST PUMP																		
10	WATER PUMP																		
11	TRANSPORTATION EQPT																		
11.1	TRACTOR -TRAILOR																		
11.2	TRUCKS																		
11.3	BUS																		
12	JACKS																		
12.1	MECHANICAL																		
12.2	HYDRAULIC																		
13	CIVIL																		
13.1	EXCAVATORS																		
13.2	DUMPERS																		

Engineers India Limited
New Delhi

LPG IMPORT TERMINAL FACILITIES PROJECT
M/s BPCL
Job No. A872

Proposal Forms
LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS
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SL. NO.	DESCRIPTION	CAPA-CITY	DEPLOYMENT SCHEDULE															TOTAL	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
13.3	BATCHING PLANT																		
13.4	CONCRETE PUMP CAR																		
13.5	TRANSIT MIXER																		
13.6	MIXER																		
13.7	VIBRATORS																		
13.8	COMPACTORS																		
13.9	THEODOLITES																		
14.0	OTHERS																		
14.1	INSULATION TESTING EQUIPMENT																		
14.2	SECONDARY INJECTION TESTING KIT																		
14.3	METERS, TOOLS & TACKLES ETC.																		
14.4	CALIBRATION EQUIPMENT																		
14.5	OTHER TOOLS & TACKLES																		
14.6	MULTI METERS CALIBERATORS ETC.																		

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

Engineers India Limited
New Delhi

FORM-E

NAME OF WORK : LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS

BIDDING DOCUMENT NO. : AK/A872-030-MA-TN-6002/1004

DETAILED EXECUTION PHILOSOPHY PROPOSED FOR JOB UNDER CONSIDERATION

S. NO.	<u>DESCRIPTION</u>	WHETHER TO BE CARRIED OUT IN-HOUSE / OUTSOURCING WITH NAME OF PROPOSED SUB-CONTRACTOR
1.	RESIDUAL DESIGN /DETAILED ENGG.	
2.	PLANNING	
3.	PROCUREMENT	
4.	EXPEDITING	
5.	INSPECTION	
6.	CONSTRUCTION	
7.	TESTING,PRE-COMMISSIONING,COMMISSIONING ASSISTANCE	
8.	PROJECT MANAGEMENT	

NOTE:

- (i) Bidder to give a detailed write-up on all above activities chapter wise and will be evaluated by OWNER/EIL.

(STAMP & SIGNATURE OF BIDDER)

DATE:

FORM-F

NAME OF WORK : LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS

BIDDING DOCUMENT NO. : AK/A872-030-MA-TN-6002/1004

DETAILS OF PROPOSED ORGANISATION

The Bidder shall submit herein details of Head Office and Project/Site Organisation proposed to be deployed for execution of the work. Bidder shall also furnish the bio-data of Site-in-Charge and key personnel to be deployed meeting the minimum criteria specified in SCC.

Bidder understand that the said proposal represents the minimum deployment and the Bidder acknowledges that the said deployment may have to be augmented with additional number and/or categories, if required if directed by Engineer-in-Charge in order to compete the work within the completion schedule and quoted lumpsum price.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

FORM-F1

BIO-DATA OF KEY PERSONS HANDLING THIS JOB

(DESIGN, PROCUREMENT, PROJECT MANAGEMENT, QUALITY, SITE SUPERVISION)

NAME

DESIGNATION

TECHNICAL QUALIFICATION

KNOWLEDGE OF CODES/STANDARDS

LIST OF SIMILAR JOBS EXECUTED

BRIEF DESCRIPTION OF RESPONSIBILITY
ROLE IN PREVIOUS ASSIGNMENTS

Bidder's Name: _____

Name and Designation of Signatory: _____

Signature with Date: _____

(Note: Attach separate sheet for each person)

FORM-G

DEPLOYMENT SCHEDULE OF SUPERVISORY PERSONNEL

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE (MONTH-WISE)															TOTAL	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
1	PROJECT MANAGEMENT																	
1.1	PROJECT MANAGER																	
1.2	PLANNING MANAGER																	
1.3	PLANNING ENGINEERS																	
2	RESIDUAL DESIGN AND DETAILED ENGINEERING																	
2.1	PROJECT ENGINEERING MANAGER																	
2.2	ENGINEERING COORDINATOR																	
2.3	ENGG. PERSONNEL FOR VARIOUS DISCIPLINE																	
2.3.1	CIVIL STRUCTURAL																	
(i)	ENGINEERS																	
2.3.2	PRESSURE VESSELS																	
(i)	ENGINEERS																	
2.3.3	MECHANICAL EQPT/ROTARY EQPT.																	
(i)	ENGINEERS																	

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE (MONTH-WISE)															TOTAL	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
2.3.4	PIPING																	
(i)	ENGINEERS																	
2.3.5	ELECTRICAL																	
(i)	ENGINEERS																	
2.3.6	INSTRUMENTATION																	
(i)	ENGINEERS																	
2.3.7	MISCELLANEOUS																	
3	PROCUREMENT																	
3.1	PURCHASE																	
3.1.1	PURCHASE MANAGER																	
3.1.2	PURCHASE COORDINATOR																	
3.1.3	PURCHASE OFFICER																	
3.2	INSPECTION																	
3.2.1	INSPECTION MANAGER																	
3.2.2	INSPECTORS																	
3.3	EXPEDITING																	
3.3.1	EXPEDITING COORDINATOR																	
3.3.2	EXPEDITORS																	

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE (MONTH-WISE)															TOTAL	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
3.4	CUSTOM CLEARANCE, IMPORT LICENCE TRANSPORTATION PERSONNEL																	
4	SITE CONSTRUCTION																	
4.1	PROJECT MANAGER																	
4.2	CONSTRUCTION MANAGER																	
4.3	CIVIL STRUCTURAL																	
4.3.1	LEAD ENGINEER																	
4.3.2	SITE ENGINEER																	
4.3.3	SUPERVISORS																	
4.4	MECHANICAL WORKS																	
4.4.1	LEAD ENGINEER																	
4.4.2	SITE ENGINEER																	
4.4.3	SUPERVISORS																	
4.5	PIPING WORK																	
4.5.1	LEAD ENGINEER																	
4.5.2	SITE ENGINEER																	
4.5.3	SUPERVISORS																	
4.6	ELECTRICAL WORK																	

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE (MONTH-WISE)															TOTAL	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
4.6.1	LEAD ENGINEER																	
4.6.2	SITE ENGINEER																	
4.6.3	SUPERVISORS																	
4.7	INSTRUMENTATION WORK																	
4.7.1	LEAD ENGINEER																	
4.7.2	SITE ENGINEER																	
4.7.3	SUPERVISORS																	
4.8	QUALITY ASSURANCE/QUALITY CONTROL																	
4.8.1	QC/QA MANAGER																	
4.8.2	INSPECTOR (CIVIL)																	
4.8.3	INSPECTOR (PIPING)																	
4.8.4	INSPECTOR (MECH EQPT)																	
4.9	SAFETY ENGINEER																	
4.10	SITE ENGINEERING WORKS																	
4.10.1	ENGINEERS																	
4.10.2	SUPERVISORS																	
4.11	COMPUTER ENGINEER																	

LPG IMPORT TERMINAL FACILITIES PROJECT
M/s BPCL
Job No. A872

Proposal Forms
LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS
Bid Doc No.: AK/A872-030-MA-TN-6002/1004

SL. NO.	DESCRIPTION	DEPLOYMENT SCHEDULE (MONTH-WISE)															TOTAL
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
4.12	ADMINISTRATION MANAGER																
4.13	MISCELLANEOUS																
4.14	WAREHOUSE PERSONNEL																
4.15	MATERIAL MANAGER																
4.16	COMMISSIONING																
i)	COMMISSIONING COORDINATOR																
ii)	COMM. ENGINEER (SHIFT- IN-CHARGE)																
iii)	CONTROL ROOM COORDINATOR																
iv)	FIELD SUPERVISOR																
v)	TECHNICIAN																

(STAMP & SIGNATURE OF BIDDER)

Engineers India Limited
New Delhi

FORM-H

COMMERCIAL QUESTIONNAIRE

COMMERCIAL QUESTIONNAIRE

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their bid.

SL. No.	EIL's QUERY	BIDDER's REPLY/ CONFIRMATION
1.	Please confirm that Master Index Document along with Amendment, if any, duly signed and stamped on each page has been submitted along with the Bid.	
2.	Confirm that your Bid is valid for 6 (Six) months from the last date of submission of Bid.	
3.	Confirm that Earnest Money Deposit (EMD) as per bid stipulations have been furnished along with bid.	
4.	Confirm that the following documents are submitted with Part-I:	
a)	All documents as per CHECK LIST.	
b)	Master Index as enclosed with Bidding Document is submitted in unpriced part duly signed and stamped on each page.	
c)	Compliance for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
d)	Confirm that price has been submitted/uploaded in a separate folder provided in the E-Tender Portal.	
5.	Schedule of Price	
a)	Price must be filled in the SOR/SOP provided along with the Bidding Document. Please note that the format is not to be edited by the bidder.	
b)	Confirm that rate/ price has been quoted for all items of SOR/SOP.	
c)	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
6.	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
7.	Confirm that you have studied complete Bidding Document including Technical and Commercial Parts and your Bid is in accordance with the requirements of the Bidding Document.	
8.	Confirm your compliance to total scope of work mentioned in the Bidding Document.	
9.	Confirm your acceptance for 'SCOPE OF SUPPLY' mentioned in the Bidding Document. Please note that scope of supply mentioned in the Bidding Document is not limitative and except for	

SL. No.	EIL's QUERY	BIDDER's REPLY/ CONFIRMATION
	the material specifically identified as that to be issued by OWNER, CONTRACTOR's scope shall include supply of all materials required for completion of Work irrespective of whether such materials are mentioned in the Bidding Document or not.	
10.	Confirm your acceptance for Time Schedule as mentioned in Annexure-I to Special Conditions of Contract (SCC) of the Bidding Document.	
11.	<p>Confirm that your quoted price includes following taxes/duties, insurance etc: -</p> <p>i) All type of taxes/levies except Service tax, Swachh Bharat Cess & Krishi Kalyan Cess as per provisions of Bidding Document.</p> <p>ii) Insurance as per provision of Bidding Document.</p>	
12.	<p>Confirm that your quoted price includes all applicable taxes, duties, cess, levies etc. such as Sales Tax, Excise duty, VAT for works contract, withholding tax, royalty, design & engineering cess (if any) and Octroi, Entry tax in the State of West Bengal (WB) India, taxes & duties on construction equipment / machinery / tools & tackles, cess, education cess etc. except Service tax, Swachh Bharat Cess & Krishi Kalyan Cess</p> <p>Bids shall be evaluated taking in to account Cenvat Benefit available to Owner. Contractor shall provide details of service tax registration number, MP VAT Reg. No (TIN No) along with the copy of Registration Certificate.</p>	
13.	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
15.	Confirm that your Bid is substantially responsive to the requirements of the Bidding Document, and you have not stipulated any deviation and submitted all details as specified in the Bidding Document.	
16.	<p>Confirm that while proposing the list of construction equipments, you have considered the following eqpt.:</p> <ul style="list-style-type: none"> - Cranes of adequate capacity - Induction Pipe Bending Machine, if required - DG Sets - Compressors - Spray Painting Machines - Test pumps 	

SL. No.	EIL's QUERY	BIDDER's REPLY/ CONFIRMATION
	<ul style="list-style-type: none"> - Adequate nos. of Welding Machines - All relevant civil construction eqpts. - All Electrical eqpts. - All Instrumentation eqpts. 	
17.	Confirm that you have proposed adequate project/site organisation with qualified supervisory personnel having sufficient experience.	
18.	Confirm that all costs resulting from safe execution of Work, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the CONTRACTOR for execution of Work are included in the Lumpsum Price.	
19.	Please confirm that all safety rules & regulations as mentioned in Bidding Document or notified at later date by OWNER during execution shall be adhered by CONTRACTOR within Lumpsum Price.	
20.	<p>Confirm that the following safety precautions shall be followed by CONTRACTOR as mandatory:</p> <ul style="list-style-type: none"> - Use of safety goggles while grinding - Use of helmet/ safety shoes - Crane movement area to be barricaded - Cylinders of flammable gases to be stacked upright - Earthing of equipment to be made proper - Toe boards to be provided in scaffolding platforms - Excavations to be properly shored/slopped - Safety net for construction. 	
21.	<p>Confirm the following: -</p> <p>"The planning schedule, S-curves, manpower estimates, construction equipment deployment schedule etc; submitted by the bidder with his bid, are indicative and shall not be basis for extra compensation in case actual needs are higher.</p> <p>Detailed planning schedule developed by CONTRACTOR after Contract award may be subject to fluctuations depending upon actual progress of the project and available Work front.</p> <p>Co-ordination and making available by CONTRACTOR of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all Work as per OWNER's construction and priority schedule and in accordance with the available Work front are to be included in the pricing".</p>	

SL. No.	EIL's QUERY	BIDDER's REPLY/ CONFIRMATION
	Notwithstanding the above provision, the bidder shall submit these details in accordance with the volume of work, which may be reviewed and commented by us during pre-award stage/ post award stage.	
22.	Please furnish the bio data of key personnel including nominated Project Director Project Manager, Engineering Manager, Engineering Co-ordinator, Purchase Manager, QA/QC Manager, Commissioning Manager, Commissioning Engineer, etc. These will be reviewed and approved by Engineer-in-charge.	
23.	Confirm that you have your own QA/QC programme for executing this work. In case of award of work, you will submit all QA/QC documents as per specification No. 6-78-0001.	
24.	Please confirm that your Lumpsum Price includes cost towards third party inspection if any.	
25.	<p>Please note that the scope of this bid package is on single point responsibility to CONTRACTOR including design, detailed engineering, procurement, supply, fabrication, project management, inspection, expediting, construction, erection , installation, testing, start-up, pre-commissioning, commissioning, performance guarantee runs and handing over the plant to OWNER.</p> <p>The scope of work mentioned under various sections shall not be considered as limitative and CONTRACTOR's scope shall include completion of any activities of work not mentioned in the bid package but required to complete the Work in all respects and making it functional.</p>	
26.	Please confirm that the CONTRACTOR shall supply all chemicals, consumables required for pre-commissioning as per provision of Bidding Document.	
27.	Please confirm that you have considered this Contract as indivisible works contract and not divisible contract.	
28.	The safety measures as mentioned in GCC/SCC shall not be considered as limitative. The CONTRACTOR will be required to develop their stringent safety measures and submit the same to Engineer-in-charge with the provision of a dedicated safety group closely monitoring the construction activities in all working shifts.	
29.	Please confirm that your sub-contractor for construction shall be meeting the requirements as	

SL. No.	EIL's QUERY	BIDDER's REPLY/ CONFIRMATION
	specified in Special Conditions of Contract including the provision of GCC. Also that the agency for executing Electrical work shall have a valid licence for carrying out the Work in the state of West Bengal.	
30.	Confirm that Bidder is not involved in any Litigation/ Arbitration, otherwise, if involved please furnish information about the same.	
31.	Confirm that the Bidder is not under liquidation, court receivership or similar proceedings.	
32.	Confirm that the Bidder is not on holiday /negative /suspension /banning list of OWNER or EIL or MOP & NG or other oil PSE	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

FORM- K

FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS
(ON COMPANY'S LETTERHEAD)

NAME OF WORK : LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS

BIDDING DOCUMENT NO. : AK/A872-030-MA-TN-6002/1004

We * hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the tender documents and all Addenda / Corrigenda / Clarifications issued by Bharat Oman Refineries Limited.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the final price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda.

**

For & on behalf of

Authorised signatory

* Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person (s) authorised to sign.

LPG IMPORT TERMINAL FACILITIES PROJECT
M/s BPCL
Job No. A872

Proposal Forms
LPG /PROPANE/ BUTANE MOUNDED BULLETS WORKS
Bid Doc No.: AK/A872-030-MA-TN-6002/1004

FORM-L

DETAILS OF P.F. / E.S.I/SERVICE TAX / SALES TAX REGISTRATION/ PAN

Bidder to furnish details of Provident Fund Registration:

PF REGISTRATION NO. :
DISTRICT & STATE :

ESI Registration No. :
DISTRICT & STATE :

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

Bidder shall be solely responsible to fulfil all the obligations of PF and ESI registration without any additional financial liabilities / implications to EIL / OWNER

SERVICE TAX REGISTRATION NO.:

SALES TAX (MPVAT) REGISTRATION NUMBER:

PAN No.:

(SIGNATURE OF BIDDER)

Engineers India Limited
New Delhi

FORM-M

BANK MANDATE FORM

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9-Digit MICR code Number of the Bank & Branch :
(As appearing in the MICR Cheque issued by the bank)
(Please do not give multicity cheque book code Number)
 - e. Type of account (Saving Bank, Current or Cash Credit) :
 - f. Account Number :
 - g. RGTS/IFSC Code (11 digit) :
 - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

(Signature and designation of the Authorised person(s) of Bidder)

Official seal of the Bidder

Place :
Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :
Date :

Signature of the Authorised Official of the Bank

Bank's Stamp

FORM-N

**CONTENTS OF BID
AND
CHECK LIST (COMMERCIAL)**

CONTENTS OF BID ANDCHECK LIST

Bidder is requested to fill this check list and ensure that all details/documents have been furnished under relevant sections as called for in the Bidding Document along with duly filled in, signed & stamped.

Please tick the box and ensure compliance:

(A) UNDER SECTION-I		
(A.1)	Letter of submission & Synopsis of the Proposal. Submitted	<input type="checkbox"/>
(A.2)	Form of Bid as per Proposal FORM-A including Information about the Bidder as per FORM-B Submitted	<input type="checkbox"/>
(A.3)	EMD/ BID SECURITY (As applicable) as Bid Security as per format attached in the GCC Submitted	<input type="checkbox"/>
(A.5)	Power of Attorney in favour of the person(s) who has signed the bid. Submitted	<input type="checkbox"/>
(A.8)	Declaration as per Proposal FORM-C duly signed & stamped by the bidder in token of having received and read all volumes of the commercial & technical documents and having accepted and considered the same in preparing and submitting the bid. Submitted	<input type="checkbox"/>
(A.9)	Duly authenticated DOCUMENTATION IN SUPPORT OF MEETING BIDDER'S QUALIFICATION CRITERIA as per NIB. Submitted	<input type="checkbox"/>
(B) UNDER SECTION-II		
(B.1)	Deployment Schedule of construction equipment, tools & tackles proposed for execution of works as per Proposal FORM-D. Submitted	<input type="checkbox"/>
(B.2)	Detailed execution philosophy of work as per Proposal FORM -E. Submitted	<input type="checkbox"/>
(B.3)	Details of proposed organisation along with CV's of key personnel for Home and site Office as per Proposal FORM-F & FORM-F1. Submitted	<input type="checkbox"/>
(B.4)	Deployment Schedule of Supervisory personnel as per Proposal FORM-G. Submitted	<input type="checkbox"/>
(B.5)	Project Schedule in the form of Bar Chart. Submitted	<input type="checkbox"/>
(C) UNDER SECTION-III		
(C.5)	Partnership Deed in case of partnership firm, Consortium Agreement in case of Consortium and Memorandum & Articles of	<input type="checkbox"/>

	Association in case of constituent companies. Submitted	
(C.6)	Information about any Current Litigation/ Arbitration, if any, in which bidder is involved. Submitted	<input type="checkbox"/>
(D) UNDER SECTION-IV		
(D.1)	Reply to Commercial Questionnaire as per FORM-H. Submitted	<input type="checkbox"/>
(D.2)	Unpriced copy (without price) of complete Schedule of Prices document replacing Price figures with words "Quoted/Not Quoted" (as applicable), duly scanned, signed and stamped on each page. Submitted	<input type="checkbox"/>
(E) UNDER SECTION-V		
(E.1)	Technical Details/documents specified under "Technical Information Required along with Bid". Submitted	<input type="checkbox"/>
(E.2)	Reply to Technical Questionnaire. Submitted	<input type="checkbox"/>
(E.3)	Information required for Assessment of Quantum of Work as per Bidding Document. Submitted	<input type="checkbox"/>
(F) UNDER SECTION-VI		
(F.1)	Letter of waiver of Conditions/ deviations as per Proposal FORM-K. Submitted	<input type="checkbox"/>
(G) UNDER SECTION-VII		
(G.1)	Self-certificate that the bidder is not under liquidation, court receivership or similar proceedings. Submitted	<input type="checkbox"/>
(G.3)	Details of P.F./E.S.I./Sales Tax Registration/Service Tax Registration/PAN as per Proposal FORM-L. Submitted	<input type="checkbox"/>
(G.4)	Bank Mandate Form as per Proposal FORM-M. Submitted	<input type="checkbox"/>
(H) UNDER SECTION-VIII		
(H.1)	Copy of Master Index for Technical and Commercial Volumes provided with the Bidding Document and copy of amendments (if any) in token of having accepted and considered the same in preparing and submitting the bid. Submitted	<input type="checkbox"/>
(I) UNDER SECTION-IX		
(I.1)	Quality Assurance: A brief description of the Bidder's QA system	

	and a statement detailed how QA will be implemented for the Project. Submitted	
(J) UNDER SECTION-X		
(J.1)	Check- List as per FORM-N. Submitted	<input type="checkbox"/>

(STAMP & SIGNATURE OF BIDDER)

FORM-P

FOR BIDDERS' PRE-BID QUERIES

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	OWNER'S REPLY
	PART/VOL.	Page No.	Clause No.	Subject		

- **The Pre-Bid Queries shall be sent by e-mail to atul.kumar@eil.co.in/ amitkr.gupta@eil.co.in/ deepak.malik@eil.co.in**
- **Pre-bid queries shall be furnished strictly in above format (editable file) within cut-off date mentioned in RFQ/LIB/NIB. Owner/EIL reserves the right not to consider any queries submitted after cut-off date.**

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____

Annexure □ 1 to ITB
E-TENDERING METHODOLOGY

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <http://eprocure.gov.in>) only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More detailed information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process and submit in EIL tender portal for updation of records (<http://tenders.eil.co.in>) . These details would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Foreign Bidders have to refer “DSC details for foreign Bidders” for Digital signature Certificates requirements which comes under Download Tab at <https://eprocure.gov.in/eprocure/app> and the remaining part is same as above and below.
- 6) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 7) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, the same can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF formats. **Bid documents may be scanned with 100 dpi with black and white option. However, Price Schedule / SOR shall be strictly in RAR format without altering any contents of the formats uploaded by EIL in their Bidding Document.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, with in 7 calendar days of the date of Unpriced bid opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Bid file, open it and complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Bid file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

RETENDER

- 1) **Please note that if Tender has been retendered, than it is mandatory for the bidder to submit their offer again on CPP Portal.**

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

SPECIAL CONDITIONS
OF
CONTRACT

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Annexure-XVIII	REQUIREMENT FOR RADIOGRAPHY & OTHER NDT

1.0 GENERAL

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates/Prices, Specifications, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the subdivisions of the document into separate sections / volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC, then unless a different intention appears, the provision(s) of the SCC shall be deemed to override the provision(s) of GCC only to the extent that such repugnance or variations in the SCC are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that a supply is to be made or a work is to be carried out, it shall be understood that the same shall be made/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein and codes referred. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions/directions of EIL will be binding upon the CONTRACTOR.
- 1.6 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer-in-Charge shall issue necessary clarifications or instructions to the Contractor, and the order of precedence of the documents shall be as follows:
- a) Contract Agreement
 - b) Detailed Letter of Acceptance along with its enclosures
 - c) Letter of Award / Fax of Acceptance
 - d) Job Specifications
 - e) Drawings
 - f) Technical Specifications
 - g) Special Conditions of Contract
 - h) Instruction to Bidders
 - i) General Conditions of Contract
 - j) Other Documents

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

- 2.1 The brief scope of work and brief scope of supplies under this Contract has been described in **Annexure I and II of SCC** and detailed in Technical Part of the Bidding Document. The detailed scope of supplies and work/services shall be derived by the CONTRACTOR from various parts of the Bidding Document including addenda/amendment(s) issued.

3.0 TIME SCHEDULE

- 3.1 Time is the essence of this Contract. The Work shall be executed strictly as per time schedule enclosed as **Annexure III** herewith. The time period of completion includes the time required for mobilisation as well as testing, rectifications, if any, retesting, commissioning and performance guarantee test runs, if any, and completion in all respects to the satisfaction of Engineer-In-Charge.
- 3.2 A joint programme of execution of Work will be prepared by the Engineer-in-Charge and CONTRACTOR. This programme will take into account the time of completion mentioned in clause 3.1.
- 3.3 Monthly/weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the CONTRACTOR based on availability of materials, work fronts and the joint programme of execution as referred to above. The CONTRACTOR shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely

supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.

3.4 CONTRACTOR shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Engineer-in-Charge.

4.0 CONSTRUCTION WATER & POWER SUPPLY AND LAND FOR RESIDENTIAL ACCOMMODATION

4.1 Clause Nos. 2.3 of General Conditions of Contract (GCC) stands modified to the following extent:

4.1.1 Water

Construction Water and water for Hydro testing shall be arranged by the Contractor at his own cost.

4.1.2 Construction Power

Construction Power shall be arranged by the Contractor at his own cost.

4.1.3 Land for residential accommodation and Fabrication yard

The OWNER shall not provide and permit any land at site to be used for residential purposes and fabrication yard.

5.0 MEASUREMENT OF WORKS

5.1 Mode of Measurement of Works shall be as specified in **Annexure-IV** of this SCC.

6.0 TERMS OF PAYMENT

6.1 Terms of Payment shall be as per enclosed **Annexure-V** to SCC.

7.0 ROYALTY, TAXES, DUTIES

7.1 Royalty, Levies, Taxes

7.1.1 All royalties, levies, taxes, etc., as may be required for any Borrow Areas, Own red earth, including right of way etc. to be arranged by CONTRACTOR shall be deemed to have been included in the quoted prices. Unless otherwise specified, the CONTRACTOR shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks or other materials required for the works or any temporary works.

7.1.2 CONTRACTOR's quoted rates should include the royalty on different applicable items as per the prevailing State Government rates. Any increase in prevailing rate of royalty shall be borne by the CONTRACTOR at no extra cost to Owner.

7.2 Taxes, Duties, Octroi, Levies etc.

7.2.1 The quoted prices shall be inclusive of all types of taxes, duties, cess, levies etc. such as Sales Tax, Value Added Tax, Excise Duty, Custom Duty, CVD/SAD, VAT on Works Contract / Works Contract Tax, labour cess, Octroi, Entry Tax (if applicable) on Construction equipment/Machinery/Tools & Tackles, Cess etc. **but excluding Service Tax, Swachh Bharat Cess & KrishiKalyan Cess thereon.**

It is mandatory to furnish details of all applicable Taxes/Duties/ levies, as on the last date of submission of price bid, as per attached FORM SP-8. In case, the bidder does not categorically give the break-up of all taxes/duties etc. in the FORM SP-8 separately, as on the last date of submission of price bid, it will be deemed considered that no other taxes/duties are applicable other than the title of taxes/duties for which they have quoted and on implementation of the any new Taxes/ Duties (such as GST) at later date, the adjustment in taxes/duties, if any, for the entire or partial Contract period (as applicable depending on the date of enforcement such new Tax/Duty) shall not be passed on to the Contractor.

Any statutory variation (increase or decrease) in all Taxes/ Duties within the contractual completion period, shall be to Owner's account against submission of documentary evidence for substantiating

the variation by way of relevant notification. However, in case of delay in completion of work beyond the contractual completion date, for reasons attributable to contractor, any increase in these rate(s) shall be borne by Contractor, whereas any decrease shall be passed on to Owner.

Notwithstanding the above, statutory variation in Custom duties on Built-in-import content sourced by Indian Bidders shall be applicable as per Clause No. 7.7.5 below.

Any new or additional taxes/duties or levies imposed during the contractual completion period shall be paid to CONTRACTOR on submission of documentary proof. However, in case of delay in completion of work, due to reasons attributable to contractor, any new or additional taxes, duties or levies imposed after the contractual completion date shall be to Contractor's account. However if the new levy (like GST) is levied as a substitute of taxes and duties existing on the last bid due date, then the implication of the new levy shall be worked out and the differential amount shall be reimbursed or recovered by BPCL.

Service tax at prevailing rate is applicable on penal recovery or Liquidated Damages, if any levied under the contract and shall be recovered extra from the CONTRACTOR.

7.2.2 Central Excise Duty

The quoted Prices in the Schedule of Rates shall be **inclusive** of Excise Duty on supplies to Owner.

7.2.3 Central Sales Tax

The quoted Prices in the Schedule of Rates shall be **inclusive** of Central Sales Tax (CST) on supplies to Owner. Concessional forms (C-FORM) for CST shall not be issued by OWNER to CONTRACTOR.

7.2.4 Value Added Tax (VAT) on Supplies

The quoted Prices in the Schedule of Rates shall be **inclusive of** VAT on supplies to Owner.

7.2.5 VAT on Works Contract / Works Contract Tax (WCT)

The quoted Prices in the Schedule of Rates shall be **inclusive** of VAT on Works Contract / Works Contract Tax as applicable. The Contractor shall submit the liability certificate from Sales Tax Authority stating the tax due on Contract / Running bill submitted for payment for enabling BPCL to deduct the same and make payment of VAT on Works Contract to tax authorities directly. Alternately, the contractor may remit his tax liability directly to the tax department and produce nil liability certificate along with copy of challan/e-receipt showing the actual/advance tax amount paid. Payment to the contractor will be released only on receipt of the aforesaid certificate. BPCL shall not be responsible for any delay in payment / non-payment of bill due to delay in submission / non-submission of the aforesaid certificate.

In case of work(s) is executed by the main contractor through sub-contractor(s) duly approved by EIL / BPCL, the following documents shall also be submitted by the main contractor for such portion of job executed through sub-contractor(s):

- (i) Authorisation letter given by EIL / BPCL to the main contractor permitting him to engage sub contractor(s) for the job.
- (ii) Sub contractor shall mention BPCL job reference, name of the job in all his WCT returns and submit to BPCL WCT liability certificate from the Commercial Taxes Department for said contract indicating the WCT remitted.
- (iii) Form 20H issued by sub contractor to the main contractor of BPCL.

The Main contractor shall give the WCT assessment / liability / remittance certificate from Sales Tax Authority for the total executed value of contract, including the works executed by Sub-Contractor(s) as detailed above. In case liability certificate and form 20 H for the sub contract value declared by

the main contractor are not submitted/partially submitted to BPCL, maximum WCT as applicable shall be deducted by BPCL from the payment due to the contractor.

Main contractor shall be solely responsible for all TAXES payable by his SUB-CONTRACTOR (S) and their employees including but not limited to Indian corporate TAXES.

Main contractor shall indemnify and keep harmless OWNER against liability, losses or damages suffered by OWNER arising due to the failure of CONTRACTOR or any of his employees or SUB-CONTRACTORS to pay any TAXES, including interest and penalties in relation thereto or comply with any of the provisions of any tax laws under the CONTRACT.

7.2.6 **Service Tax**

The quoted Prices in the Schedule of Rates shall be **exclusive** of Service Tax, Swachch Bharat Cess and KrishiKalyan Cess.

Service tax, Swachch Bharat Cess and KrishiKalyan Cess shall be payable by Owner against proper invoice, in the prescribed format, indicating Service Tax registration number and category of services, Service Tax amount considering present rate of service tax.

The Service Tax, Swachch Bharat Cess and KrishiKalyan Cess amount as above shall include both, namely, (i) the amount of Service Tax payable by the bidder and reimbursable by Owner (ii) the amount of Service Tax, if any, directly payable by EIL / Owner, as applicable to recipient of service, as per the reverse charge rule of Service Tax.

The Service Tax, if any, to be payable by the Owner under reverse charge rule shall not be reimbursed to the Contractor but shall be directly submitted to the Service Tax Authorities by Owner. If the same has already been reimbursed / paid to the Contractor for whatsoever reason, the said amount, as submitted by the Owner to Service Tax Authorities, shall be deducted / recovered / adjusted from the payment due to the Contractor.

While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e. either on actual service portion or deemed service portion.

Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.

Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. **The fair market value of Free Issue Material (FIM) is Rs. 10 Lakh.**

This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.

7.3 **Entry Tax**

The quoted Prices shall **include** all local Entry Tax, Octroi, Road Permit etc. as applicable for work. Entry Tax (if applicable) on Construction equipment/Machinery/Tools & Tackles shall be borne by Contractor. No variation, statutory or otherwise shall be payable by OWNER to the CONTRACTOR on these taxes.

7.4 **Building and Other Construction Worker's Act**

In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

7.5 Notwithstanding the foregoing, OWNER shall not bear any liability in respect of:

- a) Personal taxes on the personnel deployed by the CONTRACTOR, his SUB-CONTRACTOR(s) and Agent(s) etc.
- b) The Corporate Taxes in respect of CONTRACTOR and his Sub-Contractor and other Agents, Indian or foreign based.
- c) Any other taxes/ duties/ levies.
- d) Method of valuation prescribed under the service tax rules opted by bidder.

7.6 Income tax/Withholding tax at the prevailing rate shall be deducted from Contractor's bills as per Indian Income Tax Act. Tax Deduction Certificate shall be issued by Owner.

7.7 **CUSTOMS DUTY**

7.7.1 No concessional/Project rate of customs duty is applicable for this Project and owner shall not provide any certificate towards the same.

7.7.2 The CONTRACTOR shall be fully responsible for payment of Custom Duty, Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the Bill(s) of Entry and other documents required for import and/or clearance of the goods. The CONTRACTOR shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard.

7.7.3 The CONTRACTOR shall appoint a Customs House Clearing Agent of good standing and ensure speedy customs clearance.

7.7.4 The CONTRACTOR shall be responsible to register the import Licence with Customs Authorities at the Port of Import, and to answer and sort out technical queries (if any) raised by Customs Authorities in regard to any import(s). The CONTRACTOR shall arrange for TRA (Telegraphic Release Advice) in case the goods arrived are required to be cleared at a port other than the Registered Port.

7.7.5 Custom Duty Variation For Indian Bidders (On Built-in Import Content):

- a) The prices shall be firm and fixed on account of FE variation.
- b) Prices shall remain firm and fixed without any escalation except for statutory variation in customs duty rate up to 2/3rd of Mechanical completion period for which the following methodology shall be followed:

- c) Indigenous bidders shall be required to quote their prices including customs duty (Merit rate) towards their built in import content. Maximum CIF value of import content in Indian Rupees shall also be furnished by Bidders along with the merit rate of customs duty considered and list of items to be imported.
- d) Any increase in price due to increase in customs duty rate beyond two-third of the contractual Mechanical completion period will be to supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to BPCL.
- e) Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.
- 7.7.6 Rate of Custom Duty for Foreign Bidders:
- a) No concessional/Project rate of customs duty is applicable for this Project and owner shall not provide any certificate towards the same.
- b) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption / waiver is applicable to the products being supplied by him under any multi-lateral / bi-lateral trade agreement between India and bidder's country.
- c) The bidder shall be liable to provide all documentation to ensure availment of the exemption / waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- 8.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES
- 8.1 The CONTRACTOR shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by CONTRACTOR, his agents, SUB-CONTRACTORS and its/their respective employees for or in relation to the performance of this Contract. The CONTRACTOR shall be deemed to have been fully informed with respect to all such liabilities and considered and included the same in its bid and the Contract Price shall not be varied in any way on this account.
- 9.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS
- 9.1 The CONTRACTOR shall withhold from wages and salaries of its agents, servants or employees all sums required to be withheld by the laws of India, and to pay the same promptly and directly when due to the proper authority (ies). The CONTRACTOR further agrees to comply with all accounting and reporting requirements under the laws of India, and to pay and bear the cost of such compliance. Upon request by the OWNER, the CONTRACTOR will furnish OWNER evidence of payment of applicable withholding taxes in India.
- 10.0 CENVAT BENEFITS- NOT APPLICABLE
- 11.0 FIRM PRICES
- 11.1 Subject to Clause 7.2.1 above, the quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.
- 12.0 WORKS CONTRACT
- 12.1 The entire work as per Scope of Work covered under this Contract shall be treated as Indivisible Works Contract and shall be awarded on single point responsibility basis.
- 13.0 TEMPORARY WORKS
- 13.1 All temporary works, ancillary works, enabling works, including dewatering of surface and subsoil water, preparation and maintenance of temporary drains at the work site, preparation and maintenance of approaches to working areas, wherever required, for execution of the work, shall be the responsibility of the CONTRACTOR and all costs towards the same shall be deemed to have been included in the quoted prices.

14.0 UNDERGROUND AND OVERHEAD STRUCTURES

14.1 The CONTRACTOR will familiarise himself with and obtain information and details from Owner in respect of all existing structures, overhead lines, existing pipelines and utilities existing at the job site before commencing work. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified Owner from and against any destruction thereof or damages thereto.

15.0 PROTECTION OF EXISTING FACILITIES

15.1 CONTRACTOR shall obtain all safety clearance (viz. Excavation, Hot/ Cold work permit) from Owner, as may be required from time to time, prior to start of work. Work without safety permit shall not be carried out. Safety permit and fire service facility, if available, shall be provided on daily allocation basis upon application.

15.2 CONTRACTOR shall obtain plans and full details of all existing and planned underground services from Engineer- in- Charge and shall follow these plans closely at all times during the performance of work. CONTRACTOR shall be responsible for location and protection of all underground lines and structures at his own cost.

15.3 Despite all precautions, should any damage to any structure / utility etc. occur, the Contractor shall contact the Engineer- in- Charge and CONTRACTOR shall forthwith carry out repair at his expenses under the direction and to the satisfaction of EIL and Owner/concerned authority.

15.4 CONTRACTOR shall take all precautions to ensure that no damage is caused to the existing pipelines, cables etc. during construction. Any such damage during construction shall be repaired and restored to their original condition by CONTRACTOR after completion of construction to the complete satisfaction of Owner/ EIL.

15.5 CONTRACTOR shall in consultation with Owner/ EIL and the concerned authorities, take adequate measures for strengthening the existing electric poles, telephone poles etc. in the proximity of the pipeline / cable alignment. CONTRACTOR shall take adequate protective measures to prevent damage to these facilities during construction. CONTRACTOR shall have to adopt such method of construction as will be suitable for working in these areas using the limited space available and without causing any damage to these facilities. Contractor shall be deemed to have taken cognizance of all such constraints, etc. while working in this area and Contractor shall not be entitled to any extra claim at a later stage.

16.0 WORK FRONT

16.1 The work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The CONTRACTOR will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the CONTRACTOR on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the CONTRACTOR are delayed due to any reason not attributable to the CONTRACTOR.

17.0 SETTING OUT OF WORK

17.1 The Engineer-in-Charge shall furnish the relevant existing grid point with Bench Mark, on the land. It shall be CONTRACTOR'S responsibility to set out the necessary control points in and to set out the alignment of the various works. The CONTRACTOR shall employ an efficient survey team for this purpose and the accuracy of such setting out works shall be the CONTRACTOR'S responsibility.

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

17.3 Work shall be scheduled so as to enable checking lines and levels on any part of the work.

17.4 The CONTRACTOR shall within the scope of work provide all assistance, tools, gauges and instruments required to enable the Engineer-in-Charge to check the setting out of works.

18.0 CHECKING OF LEVELS

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

19.0 MECHANISED CONSTRUCTION

- 19.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.
- 19.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

20.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

- 20.1 The CONTRACTOR shall be solely responsible for making available for executing the work all requisite construction equipments, Special Aids, Barges, Vehicles, Cranes and all tools, tackle and testing equipment and appliances (hereinafter in this clause collectively referred to as the "equipments") including import thereof as required. In case of imports the rates applicable for levying Custom Duty on such equipments and the duty draw back applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of the Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging Custom Clearance and/or for payment of any duties or other levies on such equipments and the CONTRACTOR shall be fully responsible for all taxes, duties, levies and charges whatsoever and documentation with regard thereto. No adjustment whatsoever in Contract Price shall be permissible for any change in customs duties or on other levies or on drawbacks applicable in respect of such equipment brought in to India.

21.0 WORKING HOURS

- 21.1 Contractor shall mobilize sufficient work force, machinery, equipments etc. so as to complete the job by working in normal working hours prevailing at Site of Owner. However, depending upon the requirement, time schedule/ programmes and the target set to complete the job in time, the works may have to continue beyond normal working hours to the extent of round the clock and Holidays also, for which no extra claim shall be entertained.

22.0 LABOUR LICENSE

- 22.1 Before starting of Work, the CONTRACTOR shall obtain a license from the concerned authorities under the Contract Labour (Abolition and Regulation) Act, 1970 and shall furnish copy of the same to the OWNER. The labour license for the appropriate labour shall be valid for the total contractual period including extended period, if any.

23.0 DELETED

24.0 ESI / EPF

- 24.1 The Contractor shall cover all employees engaged by him or through subcontractors under ESI as well as EPF Acts as per provisions of Acts and shall submit necessary records and returns in proof of compliance of these statutory enactments, as a mandatory requirement.
- 24.2 Contractor shall defend, indemnify and hold the Owner harmless from any liability or penalty which may be imposed by the Central, State, Local or other statutory authority for any violation of labour enactments or any other enactments, by the Contractor or his sub-contractor.

24.3 The Owner shall pay, in advance, the contributions of all the Contractors to the concerned authorities, on a month to month basis. Upon such payment, the Owner shall have right to recover such amounts paid to the concerned authorities from the running account bills/any amount payable by the Owner to the Contractor. In case the Contractor commits any delay or default in complying with any of the terms and conditions of this Contract and/or the provisions of the said ESI and EPF Acts and Rules, or if the amount so paid by the Owner to the concerned authorities could not be recovered by deduction from the running account bills/any amount payable by the Owner to the Contractor, due to whatever reasons, the Owner shall be at liberty to enforce the Bank Guarantee or to encash the Demand Draft, as the case may be, and adjust the amount so realized against its dues.

25.0 UTILISATION OF LOCAL RESOURCES

25.1 The CONTRACTOR shall ascertain the availability of local Sub-Contractors and skilled/unskilled manpower and engage them to the extent possible for performance of the works.

25.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at the site unless NOC to this effect is obtained from present employer, but shall make maximum use of local labour available.

26.0 LABOUR

26.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.

26.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours. The construction area shall be properly illuminated so that work is performed safely and to achieve the required progress at construction site.

26.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-Contractor/s, his/ their servants, agents or employees.

26.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-Contractor/s, his/their servants, agents or employees.

26.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

26.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

26.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.

26.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act., Contract Labour (Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Act, etc., and sanitary arrangement for the said Act. Health and Sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-Charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and

- statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.
- 26.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for **Haldia (West Bengal) Region** payable to the different categories of labourers or those notified under the Minimum Wages Act. Any revision in labour wages is applicable within the quoted rates.
- 26.10 The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the said works as if the labourer had been directly employed by him.
- 26.11 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall interalia include the following particulars of each worker:
- i) Name, works number and grade.
 - ii) Rate of daily or monthly wage.
 - iii) Nature of work on which employed.
 - iv) Total number of days worked during each wage period.
 - v) Total amount payable for the work during each wage period.
 - vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
 - vii) Wage actually paid for each wage period.
- 26.12 The Contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O. convention (No. 62) as far as they are applicable to the contract. The Contractor shall provide all necessary safety appliances e.g., safety shoes, hand gloves, full body harness, goggles, helmets, masks, etc.(as applicable) to the workmen and the staff.
- 26.13 The CONTRACTOR shall adhere to established norms of health, safety and environment (HSE) management in line with Document No-6-82-001, Rev-6 attached in Technical Part.
- 26.14 While engaging workers/employees by the successful bidder/tenderer/ contractor (hereinafter referred to as the "CONTRACTOR") in connection with the execution of the jobs awarded by BPCL, the contractor shall give preference to the evictees to whom ID cards have been issued by BPCL, and who meet the eligibility conditions of the contractor & subject to the law, rules and regulations in force.
- 27.0 FUEL REQUIREMENT OF WORKERS
- 27.1 The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose.
- 28.0 RESPONSIBILITY OF CONTRACTOR
- 28.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/ Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER / Engineer-in-Charge shall be carried out at no extra cost to the OWNER. All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 28.2 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/ derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.

- 28.3 Preparing approaches and working area for the movement and operation of the cranes/ derrick, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.
- 28.4 The CONTRACTOR shall be responsible for procurement and supply in sequence and at the appropriate time of all equipments/ materials and consumables and his rates for execution of work will include supply of all these items, other than specifically mentioned in the Owner's scope of supply.
- 28.5 The contractor shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/ hindrance in working during monsoon season.
- 28.6 Area for Installation of batching plant shall not be made available by Owner. Contractor to establish a batching plant of suitable capacity outside works premises as per approved procedure or arrange for ready-mix concrete from reputed RMC supplier with prior approval as per approved procedure.
- 28.7 Clause No. 33 of GCC (Contractor's office at site) shall be modified as follows:
Contractor shall provide and maintain office, anywhere inside project complex
as Portable Cabins **within a space of 3M x 10 Mat** the site for accommodation for his Officers and staff and shall relocate as and when required to facilitate Site Works. The area required to be develop by contractor by their own.
- 28.8 The CONTRACTOR shall remove all temporary buildings / facilities etc. before leaving the site after completion of works in all respect.

29.0 COORDINATION WITH OTHER AGENCIES

- 29.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. The Engineer-in-Charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.
- 29.2 If and when required for the coordination of the works with other agencies involved at site, the CONTRACTOR shall within the scope of work, re-route and/or prepare approaches and working areas as may be necessary.

30.0 CLEARANCE OF SITE ON COMPLETION

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

31.0 CONSTRUCTION EQUIPMENT, TOOLS & TACKLES AND MANPOWER

31.1 Construction Equipment, Tools & Tackles:

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy equipments, tools & tackles on the work and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of the work so as to complete all works within the time schedule of completion of work and without any additional cost to Owner.

31.2 Construction Manpower:

The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy qualified skilled, semi skilled and

unskilled personnel on the work and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the time schedule of completion of work and without any additional cost to OWNER.

32.0 QUALIFICATION AND EXPERIENCE OF KEY CONSTRUCTION PERSONNEL

32.1 Qualification and Experience of Key Construction Personnel to be deployed for this work shall be as per **Annexure-VIII to SCC**. CONTRACTOR shall submit bio-data of Key Supervisory Personnel, after award, meeting the requirement of this Annexure which will be reviewed and approved by Engineer-in-Charge prior to deployment by Contractor.

32.2 **Price adjustment due to delayed mobilization or shortfall in mobilization of minimum manpower**

32.3 The Key Supervisory Personnel as mentioned in **Annexure-VIII** to SCC shall be mobilized within 15 days of written instructions for mobilization given during Kick-off-meeting or by Engineer-in-charge based on front availability at site. In case of delay in mobilization or shortfall in Key personnel manpower (**Annexure-VIII to SCC**), penal recovery shall be levied from 16th day onwards as per the recovery rates specified in **Annexure-X to SCC**, till the date of mobilization of Key Supervisory personnel at site.

32.4 Deduction under this clause is in addition to Price adjustment for Delay applicable pursuant to GCC clause no. 22. The provisions of GCC clause no. 22 shall have no bearing on this clause.

32.5 Price adjustment for non-mobilization of specified manpower shall be limited to **3% (three percent)** of the total executed contract value.

33.0 CONSTRUCTION

33.1 The CONTRACTOR shall within the scope of work observe in addition to specifications, all national and local laws, ordinances, rules and regulation and requirements pertaining to the work.

33.2 Various procedures and methods to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time and well in advance of the specific work for approval.

33.3 The CONTRACTOR shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by the OWNER/EIL in carrying out inspection work. The OWNER/EIL will have authorised representatives present who shall have free access to the work at all times. If an OWNER's/EIL's representative notifies the CONTRACTOR'S representative of any deficiency in any work or in the supervision thereof, the CONTRACTOR shall make every effort to carry out such instructions consistent with best industry practice.

34.0 DRAWINGS

34.1 Drawings accompanying the Bidding Document, if any, are indicative of scope of work and issued for bidding purpose only. Purpose of these drawings is to enable the bidder to make an offer in line with the requirements of bidding document. However, no extra claim whatsoever shall be entertained for any variation in the "Approved for Construction" and "Bidding Document Drawings" regarding any changes/units. Construction shall be as per drawings/ specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings on the basis of which actual execution of work is to proceed will be furnished to the Contractor progressively based on the detailed construction programme evolved after the award of work and also based on construction progress achieved.

34.2 Detailed working drawings on the basis of which actual execution of the works is to proceed, will be furnished from time to time during the progress of the work. The contractor shall be deemed to have gone through the drawings and bring to the notice of the Engineer-in-Charge discrepancies if any, therein before actually carrying out the work.

34.3 Copies of all detailed working drawings relating to the works shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during execution of the contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the works.

35.0 MAKE OF MATERIALS

35.1 All equipment and materials to be supplied under this Contract shall be from approved vendors as indicated in the Technical Volume of the Bidding Document.

35.2 Where the makes of materials are not indicated in the Bidding Document, the CONTRACTOR shall furnish details of proposed makes for supplies and supply the same after obtaining the OWNER's/Engineer-In-Charge's approval.

35.3 **VENDOR LIST FOR CEMENT, TMT BARS AND STRUCTURAL STEEL**

STRUCTURAL STEEL AND TMT BAR: The methodology for procurement of structure steel & TMT Bars shall be as per Annexure – XV-A of this SCC

Cement: The methodology for procurement and supply of cement by the CONTRACTOR from manufacturers shall be as per Annexure – XV-B of this SCC.

36.0 SITE CLEANING

36.1 The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

36.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling upto the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition by the CONTRACTOR at his cost, to the satisfaction of the Engineer-in-Charge, failing which the same shall be rectified/restored at the risk and cost of CONTRACTOR by Engineer-In-Charge, whose decision shall be final and binding upon the CONTRACTOR.

36.3 The CONTRACTOR shall be the custodian of the dismantled materials till the OWNER / Engineer-in-Charge takes charge thereof.

36.4 The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge.

36.5 The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge.

36.6 No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

37.0 QUALITY MANAGEMENT SYSTEM

37.1 The CONTRACTOR shall adhere to the quality assurance system as per EIL Specification No. 6-78-0001 Rev. 1 enclosed as per **Annexure-IX to SCC**. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.

37.2 The CONTRACTOR shall establish document and maintain an effective quality assurance system as outlined in recognised codes.

37.3 Quality Assurance System plans/ procedures of the CONTRACTOR shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control. The quality assurance system should indicate organisational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

37.4 The Quality Assurance plan for various equipment and materials shall be furnished to the EIL/ OWNER prior to commencement of manufacturing. The EIL/ OWNER shall review the same within 3 (three) weeks of its submission.

37.5 The responsibility for inspection/ testing as per specification approved documents and agreed Quality Assurance procedure and plans shall be that of the CONTRACTOR. Inspection activities of

- the Third Party Inspection Agency shall be coordinated by the Inspection Coordinator of CONTRACTOR.
- 37.6 The OWNER/EIL or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 37.7 The CONTRACTOR has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-In-Charge feels that QA/QC Engineer(s) of CONTRACTOR are incompetent or insufficient, CONTRACTOR has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 37.8 In case CONTRACTOR fails to follow the instructions of Engineer-In-Charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-In-Charge.
- 37.9 Laboratory Equipment for Quality Assurance, as required shall be arranged by Contractor at Site as per requirement of Technical Specifications.
- 38.0 HSE MANAGEMENT AND OTHER SAFETY REQUIREMENT
- 38.1 The CONTRACTOR shall adhere to the Health, Safety and Environment (HSE) management system as per EIL Specification No. 6-82-0001 Rev.6 (enclosed in Technical volume of Bidding Document, Procedure for Safe Operation with Hydra Crane as per Doc. No. 5-1940-9500 Rev. 0 enclosed as **Annexure-X to this SCC**.
- 38.2 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.
- 38.3 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released till CONTRACTOR complies with the instructions to the full satisfaction of Engineer-in-charge.
- 38.4 Oil Industry Safety Directorate (OISD) Guidelines – 192 & 207
The Contractor in addition to the safety measures mentioned elsewhere in the Tender document shall comply with Safety Practices during construction as mentioned in OISD Guidelines-192 and Contractor Safety as mentioned in OISD Guidelines-207 enclosed with the Bidding document as **Annexure-X to SCC**.
- 38.5 Access to Site
The Contractor shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass/for materials etc., as may be required to carry out the works inside the plant premises from the Owner/Engineer-in-Charge and shall follow the rules and regulations of CISF/Owner/Engineer-in-Charge which may be enforced from time to time for entry or exit.
Contractor shall make adequate arrangements for uninterrupted working during monsoon season at site.
- 38.6 Contractors are required to submit a Monthly Safety Report in the prescribed format to Engineer in Charge and F&S Dept. by 3rd of every month.
- 38.7 **Hindrance to Work**: The Contractor may be required to suspend work for a short time / period in certain areas for the safety requirement. The Contractor should strictly comply with the instruction from the Engineer-In-Charge from time to time at no extra cost. Any obstruction/hindrance to the work from labour, unions, etc. Shall be settled by the Contractor for successful completion of job within the Contractual completion date, as per scope of Contract.
- 39.0 ELECTRICAL WORKS
- 39.1 Subject to provisions of the General Conditions of Contract, the inspection and tests as required under Indian Electricity Rules-1956 and prescribed in I.S.732 (Part-III) - 1982 shall be conducted.

- 39.2 All tests clearances and certificates required by the State Government authorities for energising/ commissioning the electrical system laid by the Contractor shall be obtained by the Contractor at his costs and initiative, for which the Contractor shall perform such tests and undertake such rectification and/ or changes as may be required.
- 39.3 The CONTRACTOR or its nominated Sub-Contractor(s), as the case may be, shall have a valid electrical contractor's license from concerned state Licensing Authority for executing Electrical works. The Contractor shall furnish a copy of the same to Engineer-in- Charge before commencement of any electrical work or work pertaining to Electrical System. No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR.
- 40.0 STATUTORY APPROVALS
- 40.1 Obtaining statutory approvals, required as defined in CONTRACTOR's scope under Technical Scope of Work, shall be the responsibility of the CONTRACTOR. CONTRACTOR shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the OWNER for submission to relevant authorities alongwith copies of required certificate complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities.
- 40.2 Statutory fees paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.
- 40.3 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the CONTRACTOR free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the CONTRACTOR from any of his responsibilities under this contract.
- 40.4 All statutory approvals other than specified under 40.1 above shall be obtained by OWNER and provided to the CONTRACTOR.
- 41.0 SUB-CONTRACTING
- 41.1 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by EIL/OWNER after award of work.
- 41.2 Following the notification of Acceptance of Bid, the CONTRACTOR will submit to the OWNER for approval the details of Sub-Contractors as per **Annexure-XI to SCC**. CONTRACTOR shall ensure that very competent and resourceful agencies with proven track record and performance should be proposed for the work to be sub-contracted.
- 42.0 ADDITIONAL WORKS/EXTRA WORKS
- 42.1 OWNER reserves the right to execute any additional works/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.
- 43.0 INSURANCES
- 43.1 Clause No. 84 of General Conditions of Contract stands modified to the extent that before commencing the execution of work, the contractor shall also obtain "a Comprehensive Erection All Risk Policy and Comprehensive Insurance Policy covering Marine and Inland Transit Insurance" for the total contract value at his own cost & expense in the joint names of Owner & Contractor (Owner shall be the first beneficiary). The Contractor shall keep the Insurance Policy as mentioned above valid till the completion of work.
- 43.2 Irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.
- 43.3 CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be

submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

44.0 ABNORMALLY HIGH UNIT RATES/ LOW UNIT RATES ITEMS (AHR/ALR ITEMS)- Deleted

45.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

- 45.1 To distinguish between work in foundations and superstructure, the following criteria shall apply:
- 45.2 For all Equipment pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above finished grade level will be taken as work in foundation and work above this level will be treated as work in superstructures and payments would be made accordingly. For retaining walls, work done upto 300mm above the lowest of the Finished ground level on the either side of the retaining wall will be taken as work done in foundation.
- 45.3 For buildings only, all works upto level corresponding to finished floor level shall be treated as work in "Foundation and Plinth" and all works above the finished floor level shall be treated as "Work in superstructure".
- 45.4 Irrespective of what has been stated above, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature, and levels given anywhere.
- 45.5 Where not specifically pointed out, all works in cellars/sumps, tank pads, cable trenches or such similar items would be taken as work in foundations.

46.0 LEADS

- 46.1 For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in Technical Specifications.

47.0 LABOUR MANAGEMENT

47.1 Provision of ESI Act & PF Act:

- i. Contractor shall adhere to all provisions of ESI & PF Act and make contribution to ESIC and PF in respect of their workmen and submit all necessary clearance documents to the Engineer-in- Charge.
- ii. The Bidder shall furnish independent P.F. Code applicable to them or their firm, if there is any, while bidding for the tender.

47.2 Provision of facilities to be provided by the Contractor to workers:

For all Contractor(s) under which 50 or more persons are working, the Contractor shall provide the following facilities to the workers and their quoted rates shall be deemed to cover these facilities:

- i. Arrangement for First Aid,
- ii. Arrangement for clean and potable drinking water,
- iii. Toilet,
- iv. Canteen where tea and snacks are available,
- v. Rest Room
- vi. A crèche where 10 or more women workers are having children below the age of 6 years.
- vii. Any other facilities/utilities as may be required under the Contract.

Owner shall not pay extra amount for providing above facilities by the Contractor.

47.3 Contract Labour gate passes:

- I. The Contractor, at his own cost, shall arrange for gate passes of contract labours including their photographs. Owner shall not pay any amount to the Contractor on this account.
- II. Return of Contract Labour Passes on completion of contract work.

Immediately after completion of a particular contract, the Contractor shall return the gate passes of contract labours to CISF without fail through the concerned Engineer-in-Charge. This is a very essential requirement of the contract. Contractor is to note that their final bill shall not be processed for payment until a certificate to this effect is issued by Engineer-in-charge / OWNER.

48.0 GOVERNMENT OF INDIA NOT LIABLE

- 48.1 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising of or under this contract.

49.0 PACKING, FORWARDING AND SHIPMENT

49.1 Imported Supplies (if any)

- 49.1.1 The CONTRACTOR wherever applicable, shall after proper painting, pack and crate all items for shipment in a manner suitable for export to a tropical, humid climate in accordance with internationally accepted export practices and in such a manner so as to protect them from damage and deterioration in transit by road, rail and/or sea and during storage at the site till the time of erection. The CONTRACTOR shall be responsible for all damage(s) due to improper packing.
- 49.1.2 The CONTRACTOR shall notify the OWNER of the date of each shipment from the port of embarkation as well as of the expected date of arrival of such shipment at the designated port of arrival only for the OWNER's information.
- 49.1.3 The CONTRACTOR'S notification shall give complete shipping information concerning the weight, size and content of each package and such other information OWNER may require.
- 49.1.4 Custom Duty for imported material (if any) shall be borne by Contractor.

49.2 Indigenous Supplies

- 49.2.1 The CONTRACTOR shall, wherever applicable, after proper painting, pack and crate all items in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and during storage at the site till the time of erection. The CONTRACTOR shall be responsible for all damage(s) due to improper packing.
- 49.2.2 The CONTRACTOR shall notify OWNER of the date of each shipment from his/vendor's works and expected date of arrival at the site for the information of OWNER.
- 49.2.3 The CONTRACTOR'S notification shall also give all shipping information concerning the weight, size and content of each packing and such other information as the OWNER may require.

49.3 Domestic Invoices

- 49.3.1 The following documents shall be sent to the OWNER/ EIL within 3 (three) days from the date of shipment:
- a) Invoice (2 copies)
 - b) Packing List (2 copies)
 - c) Test Certificate (4 copies)
 - d) Railway receipt/Lorry receipt (2 copies)
- 49.4 The CONTRACTOR shall be responsible for loading, unloading and other handling of all materials commencing from manufacturers/suppliers' work/port of disembarkation till the material is erected, tested and commissioned. He shall be solely responsible for transportation/shipment, proper storage and safe custody of all equipment and materials
- 50.0 CERTIFICATE OF VERIFICATION & GOOD CONDITION
- 50.1 The CONTRACTOR shall before supply of material covered within the scope of supply at his own risks, cost and initiative undertake or cause to be undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material which has not passed such tests/analysis or inspection and which are not accompanied by the test results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and or practices.
- 50.2 On arrival of the material at site the CONTRACTOR shall give a written notice thereof to the Engineer-in-charge and Site engineer or Inspection Agency notified by the OWNER in this behalf to inspect the materials, and shall keep in readiness for the inspection the materials and the relevant test results, reports and certificates applicable thereto.
- 50.3 Notwithstanding any other provisions in the Contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall if so required by the Engineer-in-charge or site Engineer/Inspection Agency in writing at its own risks and costs, analysis, test, prove and/or weigh all materials (including incorporated materials) required to be analysed, tested, proved and/or weighed by the Engineer-in-Charge or site Engineer/Inspection Agency and shall have such analysis/test conducted by the Agency(ies) or Authority(ies) if any, specified by the Engineer-in-Charge or site Engineer/Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement and/or proof of weighment of the material as directed by the Engineer-in-Charge or site Engineer/Inspection Agency.
- 50.4 If on inspection or proof, analysis or tests as aforesaid or otherwise the Engineer-in-Charge or site engineer/Inspection Agency nominated by the OWNER in this behalf is prima-facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials, the description given in the shipping documents and in the CONTRACTOR'S invoices in this behalf and that the test reports/results/Certificates given in respect thereof are prima-facie in conformity with the relevant result(s), report(s), certificate(s) required in respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima-facie in good order and condition, the Engineer-in-charge shall issue to CONTRACTOR a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition which is envisaged in the Contract documents.
- 50.5 Such certificate is only intended to satisfy the OWNER that prima-facie the material supplied by the CONTRACTOR is in order and shall not otherwise absolve the CONTRACTOR of his/its full responsibility under the contract in relation thereto, including in relation to specification fulfilment and/or performance or other guarantees.

51.0 PROVISION OF FABRICATION YARD

- 51.1 Area for carrying out fabrication/ storage yard of contractor's supply items such as structural steel, etc. shall not be provided by Owner within the project premises.

Contractor to arrange land outside OWNER's premises for fabrication and storage of fabricated materials and all bought out materials in contractor's scope of supply, if any.
Reinforcement steel fabrication may be allowed at BPCL premises (At plot C, within limited space provided for bar bending activities) however RMC plant has to be installed outside BPCL premises.

Payment towards supply & fabrication of structural steel outside OWNER's premises shall be made to the contractor as per the terms of payment, against Bank Guarantee of equal amount. On receipt of materials at site, the same bank guarantee can be utilized for payment against next lot of materials.

52.0 PROVISION OF PROPER WAREHOUSING

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

53.0 WATER FILLING & WATER DISPOSAL

- 53.1 The details proposed for hydrostatic testing shall be furnished by the Contractor for review/approval of Engineer-in-charge on award of contract, taking into account the completion schedule. The necessary piping, pumps etc. shall be provided by the Contractor. The final disposal of water after testing shall also be Contractor's responsibility. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge. All necessary blind flanges, bolts, nuts etc. for testing shall be supplied by Contractor within his quoted price.
- 53.2 The final disposal of water after hydrostatic testing shall be the Contractor's responsibility. Suitable drains for this purpose shall be provided by the Contractor as directed by Engineer-in-Charge.

54.0 TESTS, INSPECTION AND COMPLETION

54.1 Tests and Inspection

- 54.1.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of this Bidding Document and technical documents that will be furnished to him during the performance of the work at no extra cost to Owner.
- 54.1.2 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 cost.
- 54.1.3 The work is subject to inspection at all times by the EIL/Owner. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents that will be furnished to him during performance of work and the relevant codes of practice.
- 54.1.4 The CONTRACTOR shall provide for purposes of inspection access ladders, lighting equipment for testing, necessary instruments etc. at his own cost, low voltage lighting equipment for tray fixing and inspection work.
- 54.1.5 For material supplied by Owner, CONTRACTOR shall carry out the tests, if required by EIL/Owner, and the cost of such tests shall be reimbursed by Owner at actual to the CONTRACTOR on production of documentary evidence.
- 54.1.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by EIL. These reports shall form part of the completion documents. Any work not

conforming to execution drawings, specifications or codes shall be rejected and the CONTRACTOR shall carry out the rectifications at his own cost.

54.2 Final Inspection

54.2.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defect is noticed, the CONTRACTOR will be notified by EIL/Owner and he shall make good the defects with utmost speed. If however the CONTRACTOR fails to attend to these defects within a reasonable time (time period shall be fixed by EIL/Owner) then EIL/owner may have defects rectified at CONTRACTOR's cost.

54.3 Inspection of Supply Items

54.3.1 All inspection and tests on bought out items shall be made as required by specifications forming part of this contract. .

54.3.2 It is the responsibility of the CONTRACTOR to get the bought out items inspected by TPIA (i.e. Lloyds / BV / DNV / TUV/ CEIL) and the charges towards the same should be included in the quoted price. No additional charges shall be paid by owner towards the same.

54.3.3 The CONTRACTOR shall ensure that the equipment/assemblies/component of the plant and equipment required to be inspected are not assembled or despatched before inspection.

54.3.4 The CONTRACTOR shall not offer equipment for inspection in painted conditions unless otherwise agreed in writing with Owner /EIL.

54.3.5 The CONTRACTOR shall ensure that the parts once rejected by the inspection engineer are not used in the manufacture of the plant and equipment. Where parts rejected by the inspection engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.

54.3.6 On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be stamped suitably and inspection certificate shall be stamped suitably and inspection certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating therein the details of observations and remarks.

54.3.7 All inspections and tests shall be made as required by the specifications forming part of this contract. Manufacturers inspection or testing certificates for equipment and materials supplied may be considered for acceptance, at the discretion of EIL. All costs towards testing etc. shall be borne by the CONTRACTOR within their quoted rates.

55.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM

55.1 Without prejudice to stipulation in General Conditions of Contract, CONTRACTOR should follow following billing system:

55.2 The bills will be prepared by the CONTRACTOR on their own PCs as per the standard formats and codification scheme proposed by Owner/EIL. The CONTRACTOR will be provided with data entry software to capture the relevant billing data for subsequent processing, if available. CONTRACTOR will submit these data to Owner/EIL in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The CONTRACTOR will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.

55.3 Owner/EIL will utilise these data for processing and verification of the CONTRACTOR's bill.

56.0 ROUNDING OFF

- 56.1 All payments to and recoveries from the CONTRACTOR shall be rounded off to the nearest rupee. Wherever the amount to be paid/recovered consists of a fraction of a rupee (paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a rupee is less than 50 (fifty) paise, the same shall be ignored.

57.0 STATEMENT OF FINAL BILLS – ISSUE OF NO DEMAND CERTIFICATE

- 57.1 The final bill of CONTRACTOR shall be accompanied by no-demand certificate from the following departments of Owner:
- a) Administration & Personnel department regarding vacation of land, recovery of rents etc.
 - b) Fire and Safety Officer and Security Deptt. of Owner.
 - c) Maintenance Departments regarding recoveries for hire charges of equipment, water and electricity charges etc. if any.

- 57.2 The Contractor shall obtain such no-demand certificates from the concerned authorities of Owner and furnish the same to EIL.

58.0 CONDITIONS FOR ISSUE & RECONCILIATION OF MATERIALS

- 58.1 The conditions for issue and reconciliation of materials supplied by the OWNER are enclosed as **Annexure-XII to SCC** herewith. The same shall be applicable only for those materials specified in OWNER's scope of supply, if any.
- 58.2 For Contractor supplied materials, Statement of Reconciliation of such materials shall be submitted by Contractor to Owner/Engineer-In-Charge.

59.0 ENTRY PASSES, GATE PASSES AND WORK PERMITS

59.1 Entry Passes

The Contractor shall follow regulations of Owner for arranging entry passes for his workers and staff.

- 59.2 The works under this contract are to be carried out in areas within the LPG import terminal project site adjacent/ adjoining to the existing operating units. As such, Contractor is required to abide by safety and security regulations of Owner enforced from time to time.

- 59.3 Contractor has to carry out necessary coordination with Owner/Engineer-In-Charge and also with Contractor's Transporters at the Project gate and also assist Owner/ Engineer-In-Charge in making required documents / gate passes for entry of their consignments that are to be directly unloaded at the erection site as per directions and instruction of Engineer-in Charge.

59.4 Gate Passes and Shipping Memos

To bring materials/ equipments/ tools/ tackles etc. inside the LPG import terminal project site for construction work, the Contractor has to produce challans/ proper documents to Owner's personnel at gates. The materials shall be checked thoroughly by Owner's personnel at Gate and recorded in their register before allowing any material to be brought inside the project site area by Contractor. It shall be Contractor's responsibility to ensure that the recorded entry no., date, signature of Owner's authorised representative with stamp are recorded on challans/ supporting documents signed by Owner's personnel at gate during entry. Shipping Memos issued by Owner shall be preserved by Contractor and enclosed while returning the materials to Owner.

59.5 Work Permits

- 59.5.1 When work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine tools/

equipment/ generator sets/ mixer machine/ drilling machine/ pumps/ crane/ forklift/ truck/ trailer/ chipping/ breaking of rocks/ concrete/ hacksaw cutting and drilling, etc.

59.5.2 Cold work permits are to be obtained for all the jobs.

59.5.3 According to the nature of work and use of various types of equipment and tools the Contractor has to apply for cold and hot permits in a prescribed format at least two days before the work is planned to start. No work permit shall be issued by Owner unless proper arrangement is made by Contractor to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to Contractor and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by Contractor.

59.6 Vehicle Permits

Permits are to be obtained separately for entry/ use of vehicles/ trailers etc. inside the plant. Only Diesel Vehicles shall be permitted within project site. The following requirements are to be met to obtain vehicle permit:

- a) Vehicle/ Equipment etc. should be brought to site in good condition.
- b) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
- c) Valid operating/ driving licence of driver/operator.

59.7 Validity of the Permits

59.7.1 Permit is valid for one shift of 08 (Eight) hours.

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

59.7.3 The permit shall be issued for a maximum period of one month. However for hot work, permit shall be valid for one week (seven days). If extension is required, contractor has to apply for fresh permit.

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

59.8 Safety Regulations

59.8.1 Regarding Work Permit:

The work shall be carried out inside project site as per Owner's Safety rules and Regulations and instructions of EIL issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and Contractor shall meet these requirements without any schedule or financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of Contractor. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit shall be admissible.

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

59.8.2 Regarding Hot work:

When doing hot work Contractor must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/ hot metals from the booth made of asbestos cloth/ sheet and wetting them with water. Contractor must arrange sufficient number of fire hoses and fire fighting equipment of approved quality at his own cost to carry out hot job inside the plant. Welding and electrical cables should be of approved quality, and no jointing and loose connection shall be permitted. At the end of the working day Contractor must inform the Electrical section to switch off power at sub-station end.

Contractor must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the project site.

59.8.3 Regarding use of Vehicles:

Vehicles shall be allowed to run at site after taking all safety measures with the permission of concerned authority of site. Vehicle must not ply on any road within the plant at speed exceeding 25 KM/hr. Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15 KM/hr inside the plant. No crane is allowed to move inside the plant with load. No vehicle is allowed to park inside the plant.

59.8.4 Work Permit System:

During execution Contractor is required to obtain work permit from the operation department of Owner. For issuance of work permit, Owner's instructions shall be followed.

60.0 DISPUTE SETTLEMENT BETWEEN GOVT. DEPT. / PSU & PSE

As per GCC.

61.0 DOCUMENTATION

61.1 Completion Documents

- a) The following documents shall also be submitted by the CONTRACTOR in triplicate as part of completion documents:
 - i) Test certificate for materials supplied by the CONTRACTOR.
 - ii) All original IBR Certificates compiled in a separate file shall be submitted to Owner.
 - iii) Certified records of field tests on materials/equipment, as applicable.
 - iv) Material appropriation statement as required.
 - v) Three sets of construction drawings showing therein the as built conditions of the work duly approved by EIL along with two copies of CD ROMs containing drawings in native soft file (editable format) (drawings prepared by CONTRACTOR).
 - vi) Other documents as mentioned in Technical Specification.

61.2 "AS BUILT" Drawings

- a) Upon completion of work, the CONTRACTOR shall incorporate the changes in all drawings to "As Built" status (including all vendor/Sub-vendor's drawings for bought out items). Editable soft copy of drawings / models shall be provided to the Contractor for above purpose. Final As-built shall be submitted to Engineer-in-charge for checking and certification for correctness with actual field conditions and then Contractor shall provide to Owner, the following:

Three complete sets of reduced size (279mm x 432mm) prints and two copies of CD-ROM's containing the drawings in native soft file (editable format). For catalogue/ Manual/ Proprietary information and Data, PDF file to be furnished.

The contractor shall prepare and submit the AS-BUILT drawing to match with the final bill submission within one month of completion of work in all respects as per contract provision.

- 61.3 The CONTRACTOR shall adhere to Documentation requirements from Contractor as per specification No. 6-78-0002, Rev.1 enclosed along with **Annexure-XIV to SCC**.

62.0 INTEGRITY PACT

- 62.1 Bidders are required to sign an Integrity Pact (IP) as per the proforma enclosed as **Annexure-XIII to SCC** herewith. Proforma of Integrity Pact shall be returned by the Bidder along with the bid documents (Technical Bid), duly signed by the same signatory who is authorized to sign the bid

documents. All the pages of the Integrity Pact shall be duly signed. Bidder's failure to return the Integrity Pact duly signed along with the bid documents shall result in the bid not being considered for further evaluation.

- 62.2 If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/ Bid Security as per provisions of the Integrity Pact.
- 62.3 If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Contractor Liquidated Damages amount by forfeiting the Security Deposit/ Performance bank Guarantee as per provisions of the Integrity Pact.
- 62.4 Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor. Address and contact details of the Independent External Monitor are as follows:

Mr. Shantanu Consul
No.9 MCHS (IAS officers colony),
16th Main (IAS officers colony),
BTM 2nd stage, Bangalore-560076
Mobile No.: 09740069318
shantanuconsul@gmail.com

63.0 FRAUDULENT PRACTICES

- 63.1 The OWNER requires that Bidders / Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, 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 Owner of the benefits of free and open competition.
- a) The OWNER will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- 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.
- b) In case, the information/ document furnished by the Bidder / Contractor forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.
- c) In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder / Contractor along with forfeiture of CPBG / Security Deposit furnished by the bidder / contractor.
- d) Further, such bidder / contractor shall be put on Blacklist/ Holiday/ Negative List of OWNER/EIL debarring them from future business with Owner & EIL for a time period, as per the prevailing policy of OWNER & EIL.

64.0 CALIBRATION REQUIREMENT OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

64.1 Contractor shall calibrate the monitoring and measuring devices from time to time to be used for this contract at construction sites as per the requirement specified in Standard document no. **7-82-0002 Rev.0** attached as **Annexure-XVI** to SCC.

65.0 CONTRACT AGREEMENT

65.1 The CONTRACTOR shall execute a formal contract as per proforma given in the General Conditions of Contract with the OWNER within Thirty (30) days from the date of Notification of Award on a non-judicial stamp paper of appropriate value. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR.

65.2 Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed, this bid document together with the annexed documents, modifications, deletions agreed upon by the OWNER and bidders acceptance thereof shall constitute a binding contract between the successful Bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.

65.3 The Contract Document shall consist of the following:

- i) Original Bidding Document along with its enclosures issued.
- ii) Amendment/Corrigendum to original Bidding Document issued, if any.
- iii) Fax/Letter of Intent/ Acceptance.
- iv) Detailed letter of Award/Acceptance along with enclosures attached therewith.
- v) Agreement on non-judicial stamp paper

66.0 REQUIREMENT OF EMPLOYEMENT VISA FOR FOREIGN NATIONALS

66.1 All foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- ii) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

67.0 GENERAL REQUIREMENTS FOR RADIOGRAPHY & OTHER NDT

The CONTRACTOR shall carry out the radiography and other non-destructive tests as per the requirements specified in the **Annexure-XVIII** to SCC, if required as per Technical Specification.

68.0 LIMITATION OF LIABILITY

68.1 The aggregate total liability of the CONTRACTOR to BPCL under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the CONTRACTOR for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the CONTRACTOR or any person acting on behalf of the CONTRACTOR; or
- (c) In the event of acts or omissions of the CONTRACTOR which are contrary to the most elementary rules of diligence which a conscientious CONTRACTOR would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the CONTRACTOR or any person or firm acting on behalf of the CONTRACTOR in executing the Works.

68.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

69.0 MODIFICATION TO GCC

69.1 **Guidelines for medical fitness certification of Workers employed for working at elevation;**

The following guidelines are incorporated under Clause 89 B of GCC i.e. MEDICAL FITNESS CERTIFICATION.

The contractor shall ensure the following at time of working at higher elevation:-

- i) Doctor's fitness certificate shall be mandatory for workers executing work at a height more than 30 meters using temporary structures.
- ii) List of workers engaged for working at heights more than 30 meters shall be forwarded to OHC for medical examination.
- iii) Tests / Parameters for medical fitness shall be as per CMO (OHC).
- iv) BPCL medical officer will issue the Fitness certificate with validity (6 months) and shall endorse in the entry pass.
- v) The fitness certificate shall be renewed every 6 months.
- vi) The medical fitness for those employed in working at height shall be included in the work permit given for such jobs.

69.2 **Land for Contractor's Field, Go-down and Workshop**

Clause No.2.3 (Fabrication yard) of GCC shall stand partially modified to the extent as detailed in Clause No.51.0 of Special Conditions of Contract.

Clause no. 33 (Contractor's office space) of GCC shall stand modified to the extent as detailed in Cl. No. 28.7 of Special Conditions of Contract.

Installation of Batching Plant shall be as mentioned in Cl. No. 28.6 of Special Conditions of Contract.

69.3 **Force Majeure**

The following para is added at the end of clause no. 20 of General Conditions of Contract:
"Eventualities of disruptions including Hartals / Bandhs, Quarry Strikes, Transportation Contractors' strike, Cement Manufacturers' strike, Tipper Lorry Strike having a duration of more than **10 (Ten) consecutive days** are considered as the cause of force majeure. The contractor must advise BPCL by a registered letter duly certified by statutory authorities or by local chamber of commerce, the beginning and the end of such cause of Force Majeure condition as defined above.

Contractor shall make all arrangements to ensure continuity in works in the condition of eventualities as above without any disruption for a minimum period of 10 (Ten) consecutive days including but not limited to supply & storage of materials of construction (cement, structural steel, TMT bars etc), arrangement for construction manpower labour, skilled/ unskilled manpower, equipment & machinery and all other resources/ activities deemed necessary for continuous execution of work for such period. Contractor shall not be entitled for any time extension due to failure of contractor to comply with the above requirement.”

69.4 Words “maximum of 5% of the value of contract” mentioned in 3rd Line of Sub Clause 22.1 of GPC stands modified as “maximum of 5% of Final executed Contract Value”. Time schedule for applicability of this clause shall be Mechanical completion period i.e. 12 months from the date of issuance of LOA.

69.5 Clause No. 91 A c) of GCC: First line of Cl. No. 91 A c) stands replaced with “The venue of arbitration shall be Mumbai.”

69.6 Clause No. 91 A i) of GCC stands modified as mentioned below:

“The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Mumbai only.

69.7 Clause No. 92 of GCC stands modified as mentioned below:

“JURISDICTION:

The contractor shall be governed by the Laws in force in INDIA. The contractor hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.”

70.0 DEFECT LIABILITY PERIOD

Further to Clause No. 72.0 of GCC, the defect liability period shall be 36 months from Mechanical Completion or 30 Months from Commissioning and trial runs and taking over duly accepted by the Owner as per the bidding document, whichever is earlier.

Completion certificate shall be issued by Owner/EIL to the Contractor after successfully taking over of the facilities as per Bidding Document.

71.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

71.1 CONTRACTOR to study the equipment layout and his scope of work carefully and accordingly workout the erection sequence and execution methodology of various equipments, piping, structural and other facilities in the scope.

71.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the Contractor after obtaining prior approval of the Engineer-in-charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc. wherever required for reference. If a structural member needs to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of Engineer-in-charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-charge.

71.3 CONTRACTOR to note that work of other agencies will not be kept under hold for the purpose of release of work front for equipment erection and other works in CONTRACTOR's scope.

71.4 A well planned and feasible erection sequence shall be developed by the CONTRACTOR in such a way that it results into NO HOLD on nearby equipments foundations/civil and structural works or

- erection of any facility. CONTRACTOR will identify and indicate clearly the detailed erection sequence of various equipments for review / approval of OWNER/ EIL on award of contract.
- 71.5 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in proper sequence so that orderly progress of the work is ensured and access routes for erecting the other equipments/facilities are kept open.
- 71.6 CONTRACTOR to mobilize Cranes and other resources, as required, to meet the sequence/ schedule of completion at no extra cost to OWNER.
- 71.7 The CONTRACTOR on award of contract will furnish, the make and model of cranes proposed to be mobilized by him at site to work as main crane and trailing cranes. Erection of equipments by any other means other than cranes is not acceptable. Further, the Erection schemes proposing erection by Tandem lift method, Derrick arrangement, Strand Jack method and guy type crawler crane shall not be considered for any equipment.
- 71.8 Detailed erection scheme for all critical equipments will be developed and submitted by the CONTRACTOR on award of work for approval of Engineer-in-charge at site. All the Cranes and lifting tackles are subjected to load testing by authorised testing and certification agency at site / should have valid load test certificates. For the purpose of load testing of cranes, the CONTRACTOR will submit a "Procedure for Load Testing of Cranes" to the Engineer-in-Charge. The actual load testing shall be carried out in accordance with the procedure, as approved by the Engineer-in-Charge. The CONTRACTOR at no extra cost to OWNER will arrange required loads for load testing purpose.
- 71.9 All lifting tackles to be used during erection shall be appropriately labelled/ stamped for their safe working loads. The safe working loads mentioned on labels/ stamping on lifting tackles will be as per the latest test certificates, which will be made available by CONTRACTOR (in original) before actual use of such lifting tackles at site.
- 71.10 During the performance of the work the CONTRACTOR shall at his own cost keep structures, materials and equipment adequately braced by guys, struts or other approved means which shall be supplied and installed by the CONTRACTOR as required till the installation work is satisfactorily completed. Such guys, shoring , bracing, strutting , planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by the CONTRACTOR or other agencies.
- 71.11 The CONTRACTOR shall duly comply with manufacturer's recommendations and detailed specifications for the installation of the various equipments and machines.
- 71.12 Various tolerances required as marked on the drawings and /or in accordance with the specifications and/or instructions of the Engineer-in-charge shall be maintained. Verticality shall be verified with the Theodilite and shall be maintained.

ANNEXURES
TO
SPECIAL CONDITIONS
OF
CONTRACT

SCOPE OF WORK

[ANNEXURE - I TO SPECIAL CONDITIONS OF CONTRACT]

SCOPE OF WORK

- 1.0 The scope of work in general includes scope of work specified in Technical Section and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge, which could be reasonably implied from the contents of the Bidding Document.
- 2.0 Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

Rates shall include all cost for the performance of the item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work which could be reasonably implied/inferred from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

SCOPE OF SUPPLY

[ANNEXURE - II TO SPECIAL CONDITIONS OF CONTRACT]

SCOPE OF SUPPLY

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

TIME SCHEDULE

[ANNEXURE - III TO SPECIAL CONDITIONS OF CONTRACT]

TIME SCHEDULE

NAME OF WORK	TIME OF COMPLETION
LPG /PROPANE/ BUTANE MOUNDED BULLETS BIDDING DOCUMENT NO.: AK/A872-030-MA-TN-6002/1004	12 (Twelve) months for Mechanical Completion plus 3 (Three) months for Commissioning from the date of issue of Letter of Acceptance.

Note:

1. The time of completion shall be reckoned from the date of award of Contract, which shall be the date of issue of Fax of Acceptance / Letter of Acceptance (FOA/ LOA)
2. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.
3. It should be noted that the period of completion of all works given above includes time required for mobilisation at Site, carrying out the works as per the requirements of Contract documents, demobilisation, preparation of all reports in requisite quantities as mentioned in the Bidding Document, rectifications, if any, rework, etc. complete in all respects to the entire satisfaction of Engineer-in-Charge.
4. For the purpose of applicability of LIQUIDATED DAMAGES FOR DELAY, the time period for Mechanical completion i.e. 12 Months from the date of issue of LOA, shall be considered. Refer Technical section for definition of Mechanical completion.

(STAMP & SIGNATURE OF BIDDER)

MEASUREMENT OF WORK

[ANNEXURE - IV TO SPECIAL CONDITIONS OF CONTRACT]

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes /Schedule of Rates/ Specifications etc. and/or as decided by Engineer-in-Charge. Only the relevant mode(s) of measurement as detailed in this Section shall be applicable for the items covered in the scope of work / Schedule of Rates of the Bidding Document.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-In-Charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-In-Charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-In-Charge.
- 1.4 Measurements of weights shall be in metric tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimetres.
- 1.5 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6 No other payment either for temporary works connected with this Contract or for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.7 Measurements will be made for various items under schedule of rates on the following basis as indicated in the unit column
- | | |
|-------------|-----------|
| i) Weights | MT or Kg |
| ii) Length | M (Metre) |
| iii) Number | No. |
| iv) Volume | Cu.M |
| v) Area | Sq.M |
- 1.8 Wherever the unit of items has been indicated as lumpsum, the payment shall be made on lumpsum basis on completion & no mode of measurement shall be applicable.
- 1.9 The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including length of loops provided.

2.0 STRUCTURAL STEEL WORK & MISCELLANEOUS STRUCTURES

- 2.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.
- 2.2 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the Contractor and approved by the Engineer-in-Charge. The weight of structural material/Plate shall be calculated wherever necessary on the basis of IS Hand Book. If sections are different from IS Sections, then Manufacturer Hand Book shall be referred to.
- 2.3 Sections built out of plates/structural shall be paid on the actual weight incorporated except for gussets which will be paid on the weight of the smallest rectangle enclosing the shape.
- 2.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.
- 2.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 2.6 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.

3.0 PIPING

- 3.1 Mode of Measurement of Piping works is based on Inch. dia of Fabrication and Inch. Meter of Erection of Piping Works

Measurement of above ground and underground piping shall be done in the following manner:

3.1.1 Fabrication of Piping

- i) Measurement for fabrication of pipe shall be done on the basis of Inch. dia (the nominal diameter of pipe in 'Inches' multiplied by number of weld joints). All pre-fabrication work (including transportation of materials to site, fit up, shop weld, fabrication of spool pieces for erection) as well as all piping welding in situ are covered in Inch. dia. of fabrication. This shall include all types of BUTT-welding e.g. GTAW, SMAW.
- ii) Payment shall be made based on the unit rate against following diameter range of pipes and type of welds, under the headings of pipe metallurgy (CS/AS/SS etc., separately for IBR/NIBR and thickness upto 10 MM/10-20 MM/20-30 MM/30-40MM etc.).

- (a) Butt Welds

Upto 1-1/2" NB

2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

(b) Fillet Welds

Upto 1-1/2" NB
2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB

- iii) Total welding for slip on flanges shall be accounted as one single joint per flange.
- iv) Seal welds, wherever required shall not be counted under weld joints.
- v) No separate payment shall be made for welding involved in pipe supports as well as corrosion pads. Payment for corrosion pads shall be made under pipe supports only.
- vi) Branch welds shall be considered under butt welds

3.1.2 Erection of Piping

- i) Measurement will be done based on Inch. Meter (the nominal diameter of pipe in 'Inches' multiplied by the installed length of piping in 'Meters') as per execution drawing. Inch. Meter shall include all work pertaining to Erection of Fabricated spools/straight lengths, providing vent, drains, instrument tapings, alignment, hydro-testing and all other activities required as per item description, but not covered in scope under Inch. dia.
- (ii) Payment shall be made based on the unit rate against following diameter range of pipes:

Upto 1-1/2" NB
2" to 6" NB
8" to 14" NB
16" to 24" NB
26" to 36" NB
38" to 48" NB
50" to 60" NB
Above 60" NB
- (iii) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted

fittings, ejectors, eductors, mixers, sight glasses, trays, filters, desuperheaters etc. Length of all types of valves except socket weld valves upto 1-1/2" shall be excluded in this measurement. However, no separate payment for socket weld valves upto 1-1/2" size shall be made and the quoted rates for piping shall be deemed to include the same.

REMARKS:

1. Measurement of following items shall be in linear Running meter basis/Lumpsum basis, as applicable:
 - i) Cement lined piping
 - ii) Rubber lined piping
 - iii) Teflon lined piping
 - iv) Plastic piping (HDPE etc.)
 - v) Galvanised piping
 - vi) Jacketed piping
 - vii) Steam Tracers
 - viii) Tubing

2. Measurement of following items shall be on number basis:
 - i) Piping Specials like Mitres & Fabricated Reducers
 - ii) Reinforcement pads

3.2 Piping

3.2.1 For measurement and payment of Supply, fabrication and erection of Piping work, only finished item shall be measured. Payment will be based on linear measurements as per execution drawings. No separate measurement shall be made for the activities covered under the description of item for piping work.

- i) All lines shall be measured along the centre lines of pipes, curvilinear centre lines of bends and elbows, centre line of flanges and all other fittings such as tees, reducers, expansion joints etc. all in line instruments, line mounted fittings, ejectors, eductors, mixers, sight glasses, tray, filters, desuperheaters etc. All type of valves other than those specifically mentioned in Schedule of Rates shall be excluded from this measurement. However, no separate payment for socket weld valves upto 1½" size shall be made and the quoted rates for piping shall be deemed to include the same.
- ii) The socket weld fittings shall be supplied to the Contractor as per the requirements of the drawings. All other hot/cold bends, reducers etc. for size 1-1/2" and below shall be fabricated and erected as per requirements by the Contractor at no additional cost and his rates for piping of size 1-1/2" and below shall be inclusive of this work.
- iii) The forged tees shall be supplied to the contractor as per the requirements of the drawings. All other branch connections including reinforcement pads shall be accomplished by pipe to pipe connections. The rates quoted for piping shall be inclusive of making branch connections. The reinforcement pads shall be measured separately.
- iv) Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied and erected by the Contractor within his quoted rates for piping. Vents and drains required

temporarily for flushing and testing shall be provided by the Contractor at their cost.

- v) Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contractor at his cost as part of piping work and no separate payment shall be made for the same.
- vi) In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branching header.
- vii) As regards safety valves, size of valves will be identified by inlet pipe size.
- viii) Reducers will be paid along with piping of larger diameter except in case of funnels where they are welded only to the smaller diameter pipe, for which payment will be made along with piping of such smaller dia.
- ix) All piping attachments such as couplings, orifice plates, steam traps, strainers, earthing lugs etc. shall be erected by the Contractor as part of piping erection work and no separate payment will be made for the same.

3.3 Erection of Valves

Subject to 3.2 above, all types of valves erection of all types of valves such as gate/globe/ check/ plus/needle/ ball/ control/ safety valves/gate valves/butterfly valves etc. will be paid measured and paid on number basis at the rates given separately in the Schedule of Rates. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the Contractor within his quoted rates. The length of such valves along with companion flanges-shall be excluded from piping length.

All the safety valves in the pump skid, compressors and other package, skid items which are erected by the contractor for which payment is made in MT, contractor shall dismantle the safety valves, hand it over for calibration and re-erect the same. No separate payment will be made for dismantling, handing over for calibration and re-erection of safety valves. The rate for such works is included in the contractor quoted rate for erection of the equipments.

3.4 Fabrication of Supports

- i) If piping supports, corrosion pads are to be measured and paid under a separate item, measurement and payment of supply, fabrication and erection of pipe supports shall be on weight basis. Only the finished item shall be measured.
- ii) Bolts, nuts and washers including U-bolt will be supplied by Contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.
- iii) Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate measurement and payment will be made for it.

4.0 VESSELS, EXCHANGERS, ETC.

- 4.1 Payment will be made on weight basis. Weights as indicated on execution drawings will be considered for payment. Where weight is not indicated on the execution drawings, weights as indicated on packing lists will be considered for payment. In case where weights are neither indicated on execution drawings nor on packing list, weight will be calculated. Weld metal weight will not be considered and no deduction will be made towards opening less than 300 mm diameter. Full deductions shall be made for all openings above 300 mm diameters.
- 4.2 For erection of mounting and accessories such as safety valves with manifold, distance piece, rupture discs, sight glasses, davits etc., including weight of these will be added to that of respective equipments for the purpose of payment.
- 4.3 Internals etc. measured as actual quantity that has been erected and consumed shall be taken for payment purpose.

5.0 PUMPS, COMPRESSORS AND MISCELLANEOUS EQUIPMENTS

- 5.1 Payment will be made on weight basis. Weights as indicated on execution drawings will be considered for payment. Where weights are not indicated on the execution drawings, weights as indicated on packing lists will be considered for payment. In case where weights are neither indicated on execution drawings nor on packing list, weight will be calculated.
- 5.2 For erection of auxiliaries and accessories, weight of these will be added to that of respective machinery for the purpose of payment.
- 5.3 If piping for cooling water, lubricating oil, etc. are supplied to the Contractor in prefabricated condition with the machinery, the weights of these will be added to the respective machinery for the purpose of payment. In case these are required to be fabricated and erected by the contractor, these will be paid at the rates applicable for the respective size of piping and in such case the weight of these shall not be added to that of the machinery.
- 5.4 No separate measurement and payment for supply and application of ordinary/non-shrink grouting shall be made, as the unit rates are inclusive of supply and application of ordinary/non-shrink grouting.

6.0 POST WELD HEAT TREATMENT (IF APPLICABLE)

Payment for post weld heat treatment shall be made on the basis of per circumferential joint for different diameters of pipes as per the rates quoted separately. Repeat post weld heat treatment for repaired joints or otherwise due to Contractor's fault will be carried out at Contractor's cost.

7.0 RADIOGRAPHY / DYE-PENETRANT EXAMINATIONS / MAGNETIC PARTICLE TEST (MPT)

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

Magnetic particle and dye penetrant test will be paid on the weld length tested/ circumferential weld joints as mentioned in Schedule of Rates.

8.0 PAINTING ON EQUIPMENTS/PIPING/STRUCTURAL STEEL ETC.

a) EQUIPMENTS

- i) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- ii) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON PIPING INCLUDING SPECIALS AND FITTINGS

- i) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimeter.
- ii) Piping shall be measured along the centre line through all types of fittings and flanges.
- iii) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, corrosion pads etc and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- iv) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on uninsulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEEL STRUCTURE

- i) Payment for steel structures shall be made on the basis of admissible weight of structure painted.
- ii) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.

9.0 PAINTING WORK UNDER INSULATION

a) EQUIPMENTS:

- i) For Columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- ii) For pumps, motors and compressors measurement shall be made on number basis.

b) PIPING:

- i) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimeter.

- ii) Piping shall be measured along the centre line through all types of fittings and flanges.
- iii) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.
- iv) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on un-insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

10.0 INSULATION WORK ON PIPING / EQUIPMENT, ETC.

10.1 PIPING

Measurement of piping shall be taken/ considered along Curvilinear center lines of pipe insulated and through all fittings which are insulated but excluding valves (2" and above). Instruments and fittings which are insulated, measurements shall be considered as under:

- i) For all types of valves (2" and above), including control valves on which removable box has been provided, payment shall be made per number. This shall be including mating flanges on either side and proper body of valves/ control valves.
- ii) For all type of flange assembly including orifice plate, payment shall be made on number basis.
- iii) For bends, additional measurement equivalent to single the length of curvilinear center lines of bends shall be added to the respective size of piping.
- iv) Reducers will be considered with larger diameter.
- v) No extra payment shall be made for tees, branch connections and inspection plugs and the rates quoted shall be inclusive of all these items. Branch connections shall be measured from the outer surface of the header.
- vi) No extra payment shall be made for vents, drains and instrument connections having nozzles length upto 12". However, if the length of such connections exceeds 300 mm the same will be paid as per piping measurement in respective sizes.
- vii) For all fittings measurement along curvature center line shall be considered.
- viii) Steam/Refrigerent traced lines and untraced pipelines shall be normally specified and measured separately. Steam/Refrigerent traced lines shall also be normally specified and measured separately, according to the number of tracers.
- ix) For Steam/Refrigerent traced pipelines, which are specified and are measured separately, only the diameter of the main pipelines (s) shall be reckoned for measurement of insulation. No separate measurement shall be made for the insulation of the steam tracer line (s) which shall be deemed to

have been covered under the insulation of the main pipeline.

- x) No extra payment shall be made for all types of valves of size 1½" and below and these shall be considered as part of the piping Insulation work.

10.2 TANKS, COLUMNS, VESSELS, DRUMS, EXCHANGERS, AND MISC. EQUIPMENTS:

Measurements shall be made over finished area of insulation. No deduction shall be made for any area required to be left un-insulated, the area of which is equivalent to a circle of 300mm in diameter or less.

All insulated nozzles/manholes shall be measured as given below:

- i) All Piping Insulation, if the area of such nozzle is equivalent to a circle of 300mm in diameter or less. The area covered by such nozzle shall not be deducted from the over all area of tank/column/vessel/exchanger/ equipment insulation measurements
- ii) If any nozzle/manhole, insulated is equivalent to a circle of over 300mm in diameter, the area of such nozzle/manhole to be considered for measurements shall be taken as twice the actual insulated area and paid for as vessel insulation. The areas of tank/column/vessel/exchangers/ equipment, covered by such nozzle/manhole shall be excluded from measurements.
- iii) The area of standard dished ends of vessels, exchangers etc. shall be considered as the square of the diameter of the insulated body of shell for purpose of measurement. For flat ends actual area shall be considered for payment. For removable boxes, if any, on exchangers no extra payment will be made
- iv) Insulated areas with different specification shall be measured separately, such as:
 - Roofs/tops of tanks considering them as flat surfaces.
 - Sides of tanks and vessels where corrugated aluminium sheets are to be used measurements being taken over the crest of corrugated sheets
 - However, the quoted price shall be deemed to be on the above considerations i.e. Roofs/Tops of tanks by using flat Aluminium sheet. No additional payment shall be made for using corrugated Aluminium sheets as per Technical Specification and the quoted rates shall be deemed to be inclusive of it.
 - For boxes or stiffener rings, area over two sides of boxes perpendicular to the axis of the equipment shall be added to the area of equipment.
 - For any other connected structure, if insulated, the measurement shall be taken on actual area basis.

11.0 ELECTRICAL WORKS

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

12.0 INSTRUMENTATION WORKS

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

TERMS OF PAYMENT

[ANNEXURE-V TO SPECIAL CONDITIONS OF CONTRACT]

PAYMENT TERMS

1.0 MOBILIZATION ADVANCE

1.1 No mobilization advance shall be paid to the CONTRACTOR.

2.0 SECURED ADVANCE ON MATERIALS

2.1 No Secured Advance on materials shall be paid to the CONTRACTOR.

3.0 ON ACCOUNT PAYMENTS

Progress Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions. The basis for payment against various items shall be as below:

S. NO.	NATURE OF WORK	PAYMENT TERMS
1.	<u>CIVIL</u>	
1.1	U/G Piping Measurement in Running Meter	<p>a. CARBON STEEL (PIPES [FREE ISSUE)</p> <ul style="list-style-type: none"> - 20% on fabrication. - 30% on NDT, Pre-testing, wrapping, coating. - 30% on laying in position, welding, radiography etc. - 15% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. CARBON STEEL (CEMENT LINED) (PIPES [FREE ISSUE)</p> <ul style="list-style-type: none"> - 15% on completion of Cement lining and receipt of lined pipe at site. - 20% on fabrication. - 25% on NDT, Pre-testing, wrapping, coating. - 20% on laying in position, welding, radiography etc. - 15% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. <p>Note: Contractor shall submit the Bank Guarantee for an equivalent amount of Free Issue Material taken outside the Project premises for cement lining purpose with validity till receipt of materials at Project premises plus 03 Months claim period.</p> <p>c. CARBON STEEL PIPES [SUPPLIED BY CONTRACTOR)</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 45% on receipt and acceptance of pipes at site.

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 10% on fabrication. - 15% on NDT, Pre-testing, wrapping, coating. - 10% on laying in position, welding, jointing, radiography etc. - 10% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. <p>d. CARBON STEEL CEMENT LINED PIPES □ CONTRACTOR SUPPLIED</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order (for bare line pipes or cemented line pipes) and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% (#) on receipt and acceptance of Cement lined pipe at site. - 10% on fabrication. - 10% on NDT, Pre-testing, wrapping, coating. - 10% on laying in position, welding, jointing, radiography etc. - 05% after flushing, hydro-testing and back filling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate. <p>## Further break up of payment schedule, if necessary, shall be recommended/approved by Engineer-in-charge.</p>
1.2	<p>U/G Piping Measurement in In-Dia& In-Meter</p>	<p>CARBON STEEL(PIPES □ FREE ISSUE)- Incase SOR items are in Inch dia (fabrication) and Inch meter (erection)</p> <p>Fabrication (ID)</p> <ul style="list-style-type: none"> - 65% on welding of joints. - 30% on radiography and other examinations, repair of welds, repeat radiography, extensions and penalty shots, if any, making the spools ready for erection. - 05% on completion of all works in all respects and issuance of completion certificate. <p>Erection (IM)</p> <ul style="list-style-type: none"> - 30% on pre-testing, coating & wrapping of prefabricated pipes. - 45% on trenching, laying in position, field welding, jointing, radiography and ready for hydrotesting. - 20% on hydrotesting, drying, (if applicable) and backfilling of trenches. - 05% on completion of all works in all respects and issuance of completion certificate.

S. NO.	NATURE OF WORK	PAYMENT TERMS
1.3	Specials / Mitres for U/G piping	<ul style="list-style-type: none"> - 85% after welding of joints & its acceptance. - 10% after completion of tests as per respective piping spec, wrapping/coating, painting(as applicable). - 05% on completion of all works in all respects and issuance of completion certificate.
2.	<u>CIVIL AND STRUCTURALWORKS</u>	
2.1	Structural steel works	<p>I. In case of Contractor supplied material.</p> <p>a. FABRICATION AT SITE</p> <ul style="list-style-type: none"> - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 50% on receipt and acceptance of material at site. - 20% on fabrication, surface preparation and application of primer coat. - 15% on erection, alignment, welding, grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. FABRICATION AT YARD OUTSIDE PROJECT PREMISES</p> <ul style="list-style-type: none"> - 05% on finalization of quantities, plan and submission of approved fabrication drawings. - 05% on issuance of sub-order and submission of equivalent rolling bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 50% on receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication, surface preparation and application of primer and receipt of fabricated structures at site. - 15% on erection, alignment, welding etc. - 05% on completion of all works in all respects and issuance of completion certificate. <p>II. <u>At issue rates (Chargeable basis)</u></p> <ul style="list-style-type: none"> - 05% on finalization of quantity, plan and submission of fabrication

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<p>drawings.</p> <ul style="list-style-type: none"> - 75% on transportation of material from storage yard / stores points to fabrication yard and fabrication surface preparation and application of primer coat. - 15% on erection, alignment, welding/grouting etc. - 05% on completion of all works in all respects and issuance of completion certificate. <p>III. <u>Free Issue</u></p> <ul style="list-style-type: none"> - 05% on finalization of quantity, plan and submission of fabrication drawings. - 50% on transportation from storage yard / stores points to fabrication yard, fabrication, surface preparation and application of primer coat. - 40% on erection, alignment, welding/grouting etc. <p>05% on completion of all works in all respects and issuance of completion certificate.</p>
2.2	Precast concrete Item/ Block (Contractor supplied material)	<ul style="list-style-type: none"> - 60% on completion of casting work duly certified by Engineer-in-charge. - 35% on completion of erection, alignment, leveling etc. - 05% on completion of all works in all respects and issuance of completion certificate.
2.3	Structural Steel Painting Works	<ul style="list-style-type: none"> - 95% (##)after completion of touch up/repair of primer and intermediate coat/coats and final coat. - 05% on completion of all works in all respects and issuance of completion certificate. <p>(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.</p>
2.4	Composite items.	<p>Composite items of Reinforced Cement Concrete (RCC) work inclusive of Excavation, shoring, strutting, Plane Cement Concrete (PCC), Centring and shuttering, back filling and disposal of surplus earth in sub-structure:</p> <ul style="list-style-type: none"> - 35% on completion of earth work in excavation, PCC centering & shuttering - 45% on completion of RCC - 15% on back filling and removal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate
2.5	Composite items.	<p>Composite items of RCC work in non suspended slabs/pavement slabs including pedestals, ramps etc.</p>

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 40% on completion of sand filling, centering, shuttering and PCC - 55% on completion of RCC - 05% on completion of all works in all respects and issuance of completion certificate
2.6	Composite items.	Brick works in sub-structure <ul style="list-style-type: none"> - 50% on completion of excavation and PCC and receipt of Bricks at site - 25% on completion of Brick works - 20% on completion of back filling and disposal of surplus earth - 05% on completion of all works in all respects and issuance of completion certificate
2.7	Other Civil, Structural & Architectural works	<ul style="list-style-type: none"> - 95% on completion of work as certified in progress bill. - 05% on completion of all works in all respects and issuance of completion certificate.
3.	<u>MECHANICAL WORKS</u>	
3.1	Above Ground Piping Works (Pipes & Pipe Components, Valves, Orifice plates - Free issue)	a) <u>Fabrication & Erection of Piping</u> <ul style="list-style-type: none"> - 45% after fabrication including NDT, as applicable. - 30% after site erection, field welding, radiographic and other examination. - 10% after providing supports, alignment, providing vents, drains. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate. b) <u>Erection of Valves, Orifice Plates</u> <ul style="list-style-type: none"> - 85% after transportation and erection. - 08% after flushing and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.2	Piping Works-fabrication at site	a) <u>Supply, Fabrication & Erection of Piping</u> <ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank

S. NO.	NATURE OF WORK	PAYMENT TERMS
	<p>(Pipe & Pipe Components, Valves - Supplied by Contractor)</p>	<p>guarantee valid till receipt and acceptance of material at site plus 03 Months claim period.</p> <ul style="list-style-type: none"> - 45% after receipt and acceptance of material at site. - 20% on fabrication including NDT, as applicable. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. <p>b) <u>Supply & Erection of Valves</u></p> <ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 60% after receipt and acceptance of material at site. - 15% after erection, welding, radiographic and other examination. - 08% after hydro-testing and final approval. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.3	<p>Piping Works-fabrication at yard outside the project premises (Pipe & Pipe Components, Valves [Supplied by Contractor)</p>	<p>a) <u>Supply, Fabrication & Erection of Piping</u></p> <ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period. - 45% after receipt and acceptance of material at contractor fabrication yard outside the Project premises against Rolling Bank Guarantee for an equivalent amount of materials at contractor's shop with a validity till receipt of materials at Project premises plus 03 Months claim period. - 20% on fabrication including NDT, as applicable, and receipt of fabricated Piping at site. - 15% after site erection, field welding, radiographic and other examination. - 05% after providing supports, alignment, providing vents, drains - 03% after flushing, testing, draining and drying. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of

S. NO.	NATURE OF WORK	PAYMENT TERMS
		completion certificate.
3.4	Fabrication of respective piping items in Inch Dia (Free issue materials)	<ul style="list-style-type: none"> - 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.5	Erection of piping items to be paid in IM basis (fabricated in Inch dia as above)	<ul style="list-style-type: none"> - 70% after site erection, field welding, radiographic and other examination. - 15% after providing support, alignment, providing vents, drains etc. - 08% after flushing, testing, draining and drying. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
3.6	Specials / Mitres for A/G piping	<ul style="list-style-type: none"> - 85% after welding of joints & its acceptance. - 08% after completion of tests as per respective piping spec, application of shop primer etc. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
3.7	NDT (i.e Radiography, UT, MPT/DPT etc.)	<ul style="list-style-type: none"> - 95% on submission of reports and acceptance thereof. - 05% on completion of all works in all respects and issuance of completion certificate.
3.8	Stress Relieving	<ul style="list-style-type: none"> - 95% after successful completion of stress relieving. - 05% on completion of all works in all respects and issuance of completion certificate.
3.9	Painting	<ul style="list-style-type: none"> - 30% on surface preparation and primer painting at shop / fabrication yard. - 65% (##)on completion of final painting. - 05% on completion of all works in all respects and issuance of completion certificate. <p>(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.</p>
4.	ELECTRICAL WORK	

S. NO.	NATURE OF WORK	PAYMENT TERMS
4.1	For Supply Items	<ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 85% on receipt and acceptance of material at site. - 05% on completion of all works in all respects and issuance of completion certificate.
4.2	For Erection Items	<ul style="list-style-type: none"> - 80% on completion of erection / installation. - 15% on testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
4.3	For Items involving both Supply & Erection	<ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of material at site. - 20% after erection /installation. - 10% after testing and acceptance. - 05% on completion of all works in all respects and issuance of completion certificate.
5.	INSTRUMENTATION	
5.1	For Supply Items	<ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 83% on receipt and acceptance of material at site. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
5.2	For Erection /Installation Items	<ul style="list-style-type: none"> a. Items not requiring loop checking <ul style="list-style-type: none"> - 93% on completion of erection / installation and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. b. Items requiring loop checking <ul style="list-style-type: none"> - 80% on completion of erection / installation. - 13% on testing and loop checking.

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
5.3	For Items with supply and erection / installation	<p>a. Items not requiring loop checking</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 60% on receipt and acceptance of materials at site. - 28% on completion of erection / installation and testing. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate. <p>b. Items requiring loop checking</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% on receipt and acceptance of materials at site - 25% on completion of erection / installation. - 08% on testing and loop checking. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.
5.4	Ducts, Trays and Other Fabricated Materials (Supply in Contractor's scope)	<ul style="list-style-type: none"> - 10% on issuance of sub-order and submission of equivalent bank guarantee valid till receipt and acceptance of material at site plus 03 Months claim period - 55% after receipt and acceptance of Ducts/Trays/fabricated materials at site. - 25% after erection. - 03% after welding and final painting, if any. - 02% after mechanical completion. - 05% on completion of all works in all respects and issuance of completion certificate.

S. NO.	NATURE OF WORK	PAYMENT TERMS
5.5	Calibrations Main Instruments	<ul style="list-style-type: none"> - 80% after calibration. - 13% after completion of recalibration during loop test, if any. - 02% after mechanical completion - 05% on completion of all works in all respects and issuance of completion certificate.
6.	Mounded Bullets	<p>1 <u>Design & Engineering cost</u></p> <ul style="list-style-type: none"> - 50% on submission of drawings and design details. - 30% on approval under Code 2. - 15% on approval under Code 1. - 05% on completion of all works in all respects and issuance of completion certificate. <p>2 <u>Supply Cost (Mounded Bullets)</u></p> <p>Case-I: Shop Fabrication (Fabrication outside Project premises) & site Erection:</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order for plates and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of fabricated items at site. - 40% against receipt of materials on prorata basis at contractor's works on certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 30% on fabrication of shell / Dished Ends etc. on prorata basis against certification by EIL/TPIA and submission of Bank Guarantee for equivalent amount valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt of fabricated items at site. - 10% on receipt and acceptance of fabricated items at site on prorata basis. - 10% on erection, alignment, welding, grouting, NDT on prorata basis - 05% on completion of all works in all respects and issuance of completion certificate. <p>Case-II: Shop Fabrication-Nil, Total Fabrication & Erection at site:</p> <ul style="list-style-type: none"> - 05% on issuance of sub-order for Plate material and submission of equivalent bank guarantee valid till completion period plus three months claim period. However, the bank guarantee shall be released after receipt and acceptance of material at site.

S. NO.	NATURE OF WORK	PAYMENT TERMS
		<ul style="list-style-type: none"> - 50% on receipt and acceptance of material at site on pro rata basis. - 30% on fabrication of shell / Dished Ends etc. on pro rata basis. - 10% on erection, alignment, welding, grouting, NDT on prorata basis. - 05% on completion of all works in all respects and issuance of completion certificate. <p>3 <u>Site works cost (Site Erection):</u></p> <ul style="list-style-type: none"> - 80% on erection, alignment, welding, NDT on prorata basis. - 15% on cleaning, testing etc. - 05% on completion of all works in all respects and issuance of completion certificate. <p><u>For all other items:</u> <u>Procurement & Supply</u></p> <ul style="list-style-type: none"> - 85% on receipt of materials at Site / fabrication yard within Project premises. - 10% on fabrication and erection/installation, alignment and grouting as required including testing where involved and required. - 5% on completion of all works in all respects and issuance of completion certificate. <p><u>Construction:</u> TERMS OF PAYMENT FOR VARIOUS ITEMS OF WORKS (CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, INSTRUMENTATION etc.) SHALL BE SELECTED FROM THE PAYMENT TERMS SPECIFIED ABOVE under SL. NO. 1 TO 5 .</p>
6.1	Painting Works	<ul style="list-style-type: none"> - 30% on surface preparation and primer application. - 65% (##)on final painting. - 05% on completion of all works in all respects and issuance of completion certificate. <p>(##) Further break up of payment schedule, if necessary, shall be recommended / approved by Engineer-in-charge depending on number of intermediate coats.</p>
6.2	Miscellaneous Works	<ul style="list-style-type: none"> - 95% on completion of work on pro-rata basis as certified in progress bill. - 05% on completion of all works in all respects and issuance of completion certificate.
6.3	Trial run & Commissioning	<ul style="list-style-type: none"> - 95% on commissioning and acceptance of plant/unit and submission of all documents. - 05% on completion of all works in all respects and issuance of completion certificate.

NOTE:

1. The above payment terms commensurate with the work executed.
2. The above progress payments are subject to deductions towards income tax and other deductions as applicable as per terms of the Contract.
3. Withholding Tax at the prevailing rate shall be deducted as per the Indian Income Tax Act. TDS certificate shall be issued by the Owner.
4. Wherever milestone payment is linked with sub ordering, Engineer-in-charge shall ensure that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.
5. Wherever milestone payment has been recommended on receipt and acceptance of material, the same shall be released against "Incoming Material Inspection Report" issued by EIL. Engineer-in-shall release the progressive payment towards supply in such a way ensuring that the total quantity against which the payment is released towards supply shall not exceed the final installed quantity of the item.