



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारतसरकार का उपक्रम)/ (A Government of India Enterprise)

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

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

पिनकोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

निविदासंख्या/ E-TENDER

NO:BCPL/C&P/LE23W059BB/02767

Dated 22.08.2023

(e-Tender id no.:_____)

निविदादस्तावेज़ / TENDER DOCUMENT FOR

**HIRING OF CONTRACT FOR CONSTRUCTION OF
OFFICER'S CLUB CUM RECREATION CENTER AT BCPL,
TOWNSHIP, BARBARUAH.**

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	14.09.2023 at 14:30Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	15.09.2023 at 15:00 Hrs
पूर्व बोलीबैठक की तिथि व समय Pre-Bid Meeting Date & Time	:	30.08.2023 at 15:00 Hrs
ईएमडीमूल्य / EMD Amount	:	Rs. 20,00,000.00
निविदाशुल्क/Tender Fee	:	Not applicable



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भाग- I
SECTION – I

बोलीहेतु आमंत्रण (आईएफबी)
INVITATION FOR BIDS (IFB)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

SECTION - I

INVITATION FOR BID[IFB]

Ref No: BCPL/C&P/LE23W059BB/02767

DATED: 22.08.2023

To,
PROSPECTIVE BIDDERS

SUB: HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.

Dear Sir/Madam,

1.0 Brahmputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.						
(B)	TENDER NO. & DATE	Bidding document no.: BCPL/C&P/LE23W059BB/02767 DATED: 22.08.2023 E-tender no.: BCPL/C&P/LE23W059BB/02767						
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td>☐</td></tr><tr><td>TWO BID SYSTEM</td><td>☒</td></tr></table>			SINGLE BID SYSTEM	☐	TWO BID SYSTEM	☒
SINGLE BID SYSTEM	☐							
TWO BID SYSTEM	☒							
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>☒</td></tr><tr><td>MANUAL</td><td>☐</td></tr></table> E-TENDER NO: BCPL/C&P/LE23W059BB/02767			E-TENDER	☒	MANUAL	☐
E-TENDER	☒							
MANUAL	☐							
(E)	COMPLETION/CONTRACT PERIOD	The Work shall be executed strictly as per time schedule certified by the Engineer-in-charge. The period of completion of the job is 18 months reckoned from 7 days of the date of notification of award/ FOA. The period of completion given includes the time required for mobilization, demobilization and completion of work in all respects to the satisfaction of the Engineer-in-Charge. 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 above.						
(F)	BID SECURITY / EARNEST MONEY	APPLICABLE	☒					

BIDDING DOCUMENT NO : BCPL/C&P/LE23W059BB/02767 for HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.



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	DEPOSIT (EMD)	NOT APPLICABLE	☒
		Amount: INR. 20,00,000.00 (Refer clause no.16 of ITB)	
		Submission of EMD is online through SBI MOPS provided in the portal (https://etenders.gov.in/eprocure/app). (Refer clause no.16 of ITB)	
(F1)	DECLARATION FOR BID SECURITY	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A	
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 22.08.2023 to 14.09.2023 (14:30Hrs.) on following websites: (i) http://www.bcplonline.co.in/ (ii) Govt. CPP Portal /BCPL's e-Procurement Portal (e-Portal)- https://etenders.gov.in (iii) PMC, if any:	
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	30.08.2023 at 15:00 hrs. Brahmputra Cracker & Polymer Limited, C&P Department, Administrative Building, P.O: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636; Mobile No.: 9954195756 OR Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 30.08.2023 at 15.00 Hrs. Comment/ clarification on the query related shall be sent on E-mail. OR 30.08.2023 at 3-00 PM through video Conference on prior intimation of participation by interested bidders to the undersigned. Name : Bhaskar Jyoti Barman E-mail: bhaskar.barman@bcplindia.co.in Contact No.: +91-9954195756 Brahmputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.	
(I)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	14.09.2023 upto 1430 Hrs	
(J)	DATE, & TIME OF UN-PRICED BID OPENING	15.09.2023 at 1500 Hrs.	
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : B J Barman Designation: SM (C&P) Phone No. & Extn : Mobile No.: 9954195756	



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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		E-mail : bhaskar.barman@bcplindia.co.in
(L)	DEALING BCPL'S OFFICE ADDRESS	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006,

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading the bid on BCPL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the due date & time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-
 - i) EMD/Bid Security/Declaration for Bid Security (as applicable)
 - ii) Power of Attorney
 - iii) Integrity Pact (if applicable)
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bidding Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.
- 9.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual



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tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

- 10.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.

This is not an Order.

For & on behalf of

For Brahmputra Cracker & Polymer Limited

(Authorized Signatory)

Name : B J Barman

Designation: SM (C&P)

Phone No. & Extn :

Mobile No.: 9954195756

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



भाग- II
SECTION – II

बोली मूल्यांकन मानदंड (बीईसी)
और
मूल्य बोली मूल्यांकन कार्य प्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder shall have experience of having executed at least “**Three (03)** similar orders/contracts each having not less than **Rs 4.31 Crore** (including taxes)” OR “**Two (02)** similar orders/contracts each having not less than **Rs 5.39 Crore** (including taxes)” OR “**One (01)** similar order/contract having not less than **Rs. 8.62 Crore** (including taxes)” in any Public-Sector/Government Organization / Public limited company / Private limited company in the previous **seven years** prior to the due date of bid submission.

Similar order/contract means ‘**Building Construction works including civil, structural, sanitary, plumbing and electrical works related to the constructed building**’ in previous seven (07) years prior to the due date of bid submission.

Note to above BEC clause no. 1.1.1

- (i) **Definition of ‘executed’** means: Fully executed or completed as per contract / order.
- (ii) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (iii) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at sl. no. 1.3 below.

1.1.2 Relaxed Norms for Startups (prior experience criteria):

Not applicable in this tender.

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

1.2.1 **TURN OVER:** The **average annual turnover** of the bidder must have the **minimum value** of **Rs. 3.59 Crore** during preceding three financial years ending on 31st March’2023. i.e. FY: 2022-23, 2021-22 & 2010-21



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

1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs. 71.84 Lakhs** as per the last audited financial statement for the year. i.e. FY: 2022-23.

If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-9, having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least Rs. 71.84 Lakhs as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).

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

Note to above BEC Clause No. 1.2:

- a) Bidder has to compulsorily submit the audited financial results for the immediate 03(Three) preceding financial years subject to Govt. circular for extension of the last date for finalization of account.
- b) In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2022-2023** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2021-22, 2020-2021 & 2019-20**. Accordingly, Annual Turn-over of the bidder for the **FY: 2021-22, 2020-2021 & 2019-20** shall be considered & Net-worth and Working capital of the bidder shall be considered for the **FY 2021-22**.
- c) In case the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years i.e. **FY: 2022-2023, 2021-22 & 2020-2021** (subject to Govt. circular for extension of the last date for finalization of account).

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

Not Applicable in this tender.

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



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Sn	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)
	1.1	Technical Experience Criteria – Document <i>[All documents to be uploaded/ submitted must be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp]</i>	
1.	1.1.1	Experience against execution & completion of order	a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the job which has been completed / executed fully (as mentioned at sl. no. 1.1.1 above) along with the details of SOR items & scope of work. b) Completion Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point “a” above. The Completion Certificate must contain the detailed information of the order i.e, LOA/Work Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion , officer issuing certificate etc. The Completion certificate should have been issued by the end-user/owner/authorized consultant.
3	1.2	Financial Experience Criteria- Document <i>[All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC} to be uploaded (submitted) must be duly Certified/attested by Notary public with legible stamp.]</i>	
4.	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. 1.2.1.
5.	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. 1.2.2.



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Sn	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)
6.	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. 1.2.3. If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-9, having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least Rs. 71.84 Lakhs as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document). Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder."
7.		Format F-10	"Details of financial capability of bidder" shall be uploaded (submitted) in the prescribed Format F-10 (of tender document) duly signed and stamped by a Chartered Accountant only .

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

- A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- Bids of Joint Venture / Consortium are not acceptable.
- Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end-User/ Owner/ PMC by such bidder along with other specified documents. A job completed by a Bidder as a Sub-Contractor shall be considered for the purpose of meeting the experience criteria of BEC,



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subject to submission of following documents in support of meeting the “Bid Evaluation Criteria”:

- a) *Documentary evidence/ Certificate by the end-User/ Owner/ PMC, with regards to approval of Bidder/ engaging Bidder/ execution by the Bidder as a Sub-Contractor to the Main Contractor.*
- b) *Work order and Completion Certificates indicating the value of works and date of completion issued by Main Contractor (including SOR, wherever required for establishing scope of work).*
- iv) *The Completion/execution Certificate must contain the detailed information like LOA/Order No./ Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Name & Address of Client/end user/owner/PMC, officer issuing certificate etc. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.*
- v) *After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by BCPL for evaluation of Bid.*
- vi) *Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation*
- vii) *The cut-off date for meeting the criteria of BEC of the tender shall be the date of submission of bid.*
- viii) *Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: For details, relevant clause of ITB to be referred.*

2.0 Methodology for Evaluation of Bids:

- 2.1 *BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.*

For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on overall basis shall be considered including GST.



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2.2 In case of a tie at the lowest bid (L1) position between two or more bidders, then purchase order shall be placed on the bidder who has higher / highest turnover in last audited financial year, 2022-23.

2.1 **CLAUSE REGARDING PROVISION FOR PP-LC:**

Applicable. The relevant clause of ITB to be referred AND only Class-I local bidder is eligible to bid.

2.2 **CPBG:**

SD/CPBG @ 10% of Total Order/ Contract Value within 30 days of FOA/ notification of award.

OR

Initial Security Deposit (ISD) @ 5% of Total Contract Value within 30 days of FOA/ notification of award and deduction @ 10% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value.

2.3 **PPP Policy 2012:**

NOT APPLICABLE BEING WORKS CONTRACT, HOWEVER MSE ARE EXEMPTED FOR SUBMISSION OF EMD.

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

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

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

[I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.

[II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

[III] ONLY DOCUMENTS (WORK ORDER, COMPLETION CERTIFICATE, EXECUTION CERTIFICATE ETC.) WHICH HAVE BEEN REFERRED/ SPECIFIED IN THE BID SHALL BE CONSIDERED IN REPLY TO QUERIES DURING EVALUATION OF BIDS.



भाग- III
SECTION – III

बोली दाताओंकेलिए निर्देश(आईटीबी)

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



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SECTION-III

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1 SCOPE OF BID:

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

2 ELIGIBLE BIDDERS:

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

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

It shall be the sole responsibility of the bidder to inform BCPL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of



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the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.7 Power of Attorney:

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

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

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

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

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

3 BID FROM "CONSORTIUM"/"JOINT VENTURE (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS))



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- 3.1 Bids from consortium of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium shall submit the Agreement as per the format F-11 clearly defining the scope and responsibility of each member. Members of consortium shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium).
- 3.2 The Consortium Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium proposes any alteration/ changes in the orientation of consortium or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium shall be liable for rejection.
- 3.5 Any member of the consortium/ shall not be eligible either in an individual capacity or be a part of any other consortium to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium shall not be considered for opening/ evaluation/Award.

4 ONE BID PER BIDDER:

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or



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- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

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

5 **COST OF BIDDING:**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 **SITE VISIT:**

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.



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- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7 CONTENTS OF BIDDING DOCUMENTS:

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause- 8 & 9":

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

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

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

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

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

8 CLARIFICATION OF TENDER DOCUMENTS:

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to



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the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded BCPL's tendering web site / communicated to prospective bidders by e-mail.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 **AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB/communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 **LANGUAGE OF BID:**

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

11. **DOCUMENTS COMPRISING THE BID:**

11.1 **IN CASE OF MANUAL TENDERING:**

In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

(a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed



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- contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
 - (c) Copies of documents, as specified in tender document
 - (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
 - (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
 - (f) 'Agreed Terms and Conditions', as per 'Form F-5'
 - (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
 - (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
 - (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
 - (k) ~~Undertaking as per Form-1 to Annexure-C to Section-III by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.~~
 - (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III. (Applicable for all bidders irrespective of seeking purchase preference or not).*
 - (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
 - (n) All forms and Formats including Annexures
 - (o) 'Integrity Pact' as per 'Form F-14' – Not applicable
 - (p) 'Indemnity Bond' as per 'Form F-15'
 - (q) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
 - (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
 - (s) Any other information/details required as per Bidding Document

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.



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- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Ready Reckoner for Bidders and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on BCPL's e-portal (<https://etenders.gov.in>) as follows

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.



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

11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal.

- 11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 **BID PRICES:**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.



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- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

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

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

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

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

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

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



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

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

13.5 Where BCPL is entitled to avail the input tax credit of GST (CGST & SGST/UTGST or IGST):-

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

13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where BCPL is not entitled to avail/take the full input tax credit of GST (CGST & SGST/UTGST or IGST):-

13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

13.7 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. Their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document 13.8 In case BCPL is



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required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BCPL or ITC with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor/ Supplier.

- 13.9 Contractor shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor with requisite details.

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

13.10 Anti-profiteering clause

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

- 13.11 In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work, then BCPL shall not be obligated or liable to pay or reimburse GST to such Contractor shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.
- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.13 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted



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GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

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

13.15 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

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

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-17 along with documents for release of payment.

13.16 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary



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evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

- 13.17 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BCPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BCPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BCPL.

14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

15 **BID VALIDITY:**

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT (EMD):**

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

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

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



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- 16.3 Any Bid not secured in accordance with “ITB: Clause-16.1, 16.2 & Clause-16.3” may be rejected by BCPL as non-responsive.
- 16.4 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.5 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’ period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of ‘Bank Guarantee’ the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter along with tender reference number immediately after remittance of EMD.



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

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order/contract.

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A DECLARATION FOR BID SECURITY

MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING (IF APPLICABLE):

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL e-tendering website against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID:

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.



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18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 *In case of e-tendering, digitally signed documents to be uploaded as detailed in link of procedure for e-tendering placed at Annexure-III to Section III.*

19 **ZERO DEVIATION AND REJECTION CRITERIA:**

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

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

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

19.2 **REJECTION CRITERIA:**

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration, as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule



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- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments to Contractors electronically and to facilitate the payments electronically through ‘e-banking’.

[D] – SUBMISSION OF BIDS

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

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BCPL’s website/ communicated to the bidders.



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23 LATE BID:

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In case of e-tendering, e-tendering system of BCPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/ physical documents shall be returned immediately.

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

23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID:

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

24.1.1 IN CASE OF E- TENDERING

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

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by BCPL prior to the deadline for submission of bid.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant ‘Cut-Out Slip’ duly pasted and mentioning on top of the envelope as “MODIFICATION”. In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as “WITHDRAWAL” and “Tender Document number:....”/ communication regarding withdrawal of bid with “Tender Document number :....”/ must reach



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concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

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

[E] BID OPENING AND EVALUATION:

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

- 25.1 BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by BCPL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- Only a bidder who has participated in tender can make such representation
 - In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of BCPL shall not be subject to review:
- Determination of the need for procurement;
 - Selection of the mode of procurement or bidding system;
 - Choice of selection procedure;
 - Provisions limiting participation of bidders in the procurement process;
 - The decision to enter into negotiations with the L1 bidder;
 - Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.



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26 **BID OPENING**

26.1 **Un priced Bid Opening:**

BCPL will open bids, in the presence of Bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders' representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 **Priced Bid Opening:**

26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice. BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 **CONFIDENTIALITY:**

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

28 **CONTACTING THE EMPLOYER:**



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- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact BCPL on any matter related to the bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence BCPL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

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

- 29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.



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- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS:

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
 - (i) (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly. In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between “sum of sub totals” and “grand total”, “sum of sub totals” shall be taken as correct
 - (ii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
 - (iii) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by



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the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for E-tendering.

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

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

32 **EVALUATION AND COMPARISON OF BIDS:**

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

[In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

33 **COMPENSATION FOR EXTENDED STAY – *[FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-***

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 **PURCHASE PREFERENCE:**

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017/ Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 is enclosed as Annexure C herewith.

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



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purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection made on GePNIC portal.

[F] – AWARD OF CONTRACT

35 AWARD:

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

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

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

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

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".



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- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

37 **SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' (in case the individual contract value as specified in Notification of Award is more than INR 10 Lakhs exclusive of GST) in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/ Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

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

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance SuretyBond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

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



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- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.
- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.
- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 38.8 The Contractor will also submit covering letter along with CPS as per format at F-4.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Contractor.
- 38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.



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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 ~~The Fraud Prevision Policy document is available on BCPL's website (www.bcplonline.co.in).~~

39.3 ~~Name and contact details of nodal officer refer BDS:~~

39.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

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

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

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

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.

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

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



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

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

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

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

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

- 40.3 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 40.4 The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.
- 40.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.
- Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.
- Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 40.6 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional



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mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

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

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

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

41 AHR ITEMS

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

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith.

43. INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

- (i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.
- (ii) **Higher rate of TDS for non-filers of ITR**

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

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



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- (II) Twice the rate or rates in force
- (III) 5%

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

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

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

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

44. **DISPUTE RESOLUTION**

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

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

2. **ARBITRATION**

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

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

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court



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Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
 - a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.



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3. GOVERNING LAW AND JURISDICTION:

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

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

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

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

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it



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into a portal which services every infrastructure development related need of a modern contractor.

BCPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

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

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

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

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

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

Not Applicable in this tender.

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

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

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

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



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

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

51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52. ANJANI PORTAL – Not Applicable

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

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

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

53. DOCUMENTS FOR PAYMENT:

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

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

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

54. ORDER TRANSMITTAL SYSTEM: Not Applicable

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



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

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

55. SUB-LETTING OF WORKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work

.....Annexure-A

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

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

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

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

- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting



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Company to BCPL for fulfilling the obligation under the Agreement.

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

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

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

Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

- The Financial BEC of tender is to be met by bidder on their own.

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

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

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

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

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

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



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Appendix-A1 to Annexure-A

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

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

Whereas

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

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

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

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

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

Witness:

- 1)
- 2)

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

Witness:

- 1)
- 2)



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Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

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

FOR

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

TOWARDS

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

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

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

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



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Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

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

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

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

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahma Putra Cracker and Polymer Ltd.

Dear Sir(s),

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

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

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

1. We (name of the bank) _____ registered under the
laws of _____ having head/registered office at
_____ (hereinafter referred to as "the Bank", which



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

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



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

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.



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2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead

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

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



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Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;



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



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Form-I of Annexure-B

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.

e-TENDER No.: BCPL/C&P/LE23W059BB/02767

Dear Sir

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

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

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

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

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

.....



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Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“ HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER’S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.

e-TENDER No.: BCPL/C&P/LE23W059BB/02767

Dear Sir

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

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

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

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

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

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



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Annexure-C

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

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

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

3.0 **DEFINITIONS:-**

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

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

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

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

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

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

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

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas



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- (vi) **Procuring Entity** means Brahmputra Cracker and Polymer Limited (BCPL)
- (vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'
- 4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- 5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**
- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- (b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- (c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts
- (d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.
- 6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**
- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.
- (b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.



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



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the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

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

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

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

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

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



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8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.
- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of



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Expenditure through the concerned Ministry /Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

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



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FORM-1 of Annexure-C

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I
LOCAL SUPPLIER ONLY)**

NOT APPLICABLE



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FORM-2 of Annexure-C

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT
BCPL, TOWNSHIP, BARBARUAH.

TENDER NO: BCPL/C&P/LE23W059BB/02767

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-3 of Annexure-C

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)**

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT
BCPL, TOWNSHIP, BARBARUAH.

TENDER NO: BCPL/C&P/LE23W059BB/02767

Dear Sir

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

Class-I Local supplier []

Class-II Local Supplier []

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

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

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

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

Annexure-I

**BIDDING DOCUMENT NO : BCPL/C&P/LE23W059BB/02767 for HIRING OF CONTRACT FOR
CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.**



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

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

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

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

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

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.

A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).

A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “COO”.

A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:

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



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- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor agency will also be considered as allied agency.

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

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BCPL's rights of audit or access to information.

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

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

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

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

B.2 Irregularities noticed after award of Contract

(i) During execution of Contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, action shall be initiated for putting the agency on banning list.

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

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

Suspension of order/ contract:



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

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

S. No.	Description	Period of banning from the date of issuance of Banning order
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1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in BCPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BCPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price, BG/EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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



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

D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:



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- D.3.2.1 after issue of the Tender Document but before opening of Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Technical Bid but before opening of Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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



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Annexure-II

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:



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

iv) Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

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

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

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

5.1 FOR PROJECTS

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

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



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- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

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



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

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

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

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

(C) Where Performance rating is “FAIR”:

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action shall be initiated by EIC:



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

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

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

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



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B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under clause no. 32 (C) of GCC-Works)

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

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

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

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

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

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

(C) Where Performance rating is “FAIR”

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

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

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

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

7.0 **EFFECT OF HOLIDAY**



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- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL.

11. ERRANT BIDDER



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

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

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

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

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



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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:

INSTRUCTIONS FOR ALLOCATION OF MARKS

BIDDING DOCUMENT NO : BCPL/C&P/LE23W059BB/02767 for HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.



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1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks



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



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Annexure-2

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks



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



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ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

(Ready Reckoner to Participate in BCPL e-TENDER through CPP Portal of NIC)

The Ready reckoner for submission of bids is available in BCPL website.
<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf> (tender section of BCPL website)

The user manual for submission of online EMD is also available in BCPL website.
<https://bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> (tender section of BCPL website)

Please visit the above links

HELP DESK (BCPL)

Phone: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

Phone: 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-TENDER queries)

Mobile: 8826246593

Email: cphp-nic@nic.in



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Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : BCPL/C&P/LE23W059BB/02767				
1.1	The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.				
2.1	The name of the Services to be performed is: "HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH"				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td>☒</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>☐</td> </tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For clarification purposes only, the communication address is: B J Barman, SM (C&P) bhaskar.barman@bcplindia.co.in Contact No. 9954195756				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers 				
12	Additional Provision for Schedule of Rate/ Bid Price are as under: 				
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td> <td>☒</td> </tr> <tr> <td>NO</td> <td>☐</td> </tr> </table> Details of Buyer:	YES	☒	NO	☐
YES	☒				
NO	☐				

BIDDING DOCUMENT NO : BCPL/C&P/LE23W059BB/02767 for HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.



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	<table><tr><td>Services to be rendered at</td><td>Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh Assam-786006</td></tr><tr><td>PAN No.</td><td>AADCB2356E</td></tr><tr><td>GST no.</td><td>18AADCB2356E1ZY</td></tr><tr><td>BCPL Bank details</td><td></td></tr></table>	Services to be rendered at	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh Assam-786006	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY	BCPL Bank details	
Services to be rendered at	Brahmaputra Cracker and Polymer Ltd. Lepetkata, Dibrugarh Assam-786006								
PAN No.	AADCB2356E								
GST no.	18AADCB2356E1ZY								
BCPL Bank details									
14	The currency of the Bid shall be INR								
15	The bid validity period shall be 3 months from final 'Bid Due Date'.								
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque' or ‘Insurance Surety Bond’ / ‘Fixed Deposit Receipt’, the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at Lepetkata In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of BCPL’s Bank account are as under: Account Holder’s Name:..... Account Number:..... IFSC Code:..... Other details: Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in BCPL’s Bank Account. <i>BG issuance message is to be transmitted through SFMS to beneficiary’s bank as below:</i> <i>Name of Bank: ICICI Bank</i> <i>Branch: GUWAHATI - FANCY BAZAR</i> <i>IFSC: ICIC0000543</i> <i>The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</i> <table><tr><td><u>Field Number</u></td><td><u>Particulars (to be mentioned in Row 1)</u></td></tr><tr><td>7037</td><td>BCPL566911048</td></tr></table>	<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>	7037	BCPL566911048				
<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>								
7037	BCPL566911048								
D. SUBMISSION AND OPENING OF BIDS									
ITB clause	Description								
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.								
22	The E-Tender No. of this bidding process is:_____								



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22.3, 26 and 4.0 of IFB	For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner's address is : B J Barman, SM (C&P) bhaskar.barman@bcplindia.co.in 9954195756				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
33	Compensation for Extended Stay: <table border="1" data-bbox="448 770 1110 920"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India which stamp paper is required for Contract Agreement: ASSAM				
38	Contract Performance Security/ Security Deposit <table border="1" data-bbox="424 1323 1086 1473"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table> <u>The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 10% of Total Order / Contract value</u>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
41	Provision of AHR Item : <table border="1" data-bbox="448 1612 1110 1762"> <tr> <td>APPLICABLE</td><td>☒</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐</td></tr> </table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
44.1	Quarterly Closure of Contract <table border="1" data-bbox="424 1827 1086 1977"> <tr> <td>APPLICABLE</td><td>☐</td></tr> <tr> <td>NOT APPLICABLE</td><td>☒</td></tr> </table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				



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Clause no. 27.3 of GCC	Bonus for Early Completion: <table><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
49	Applicability of provisions relating to Startups: <table><tr><td>APPLICABLE</td><td>☒</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	APPLICABLE	☒	NOT APPLICABLE	☐
APPLICABLE	☒				
NOT APPLICABLE	☐				
53	Applicability of provisions relating to Order Transmittal System: <table><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
SCC	Documents required for accepting the Works: Refer SCC.				



फॉर्म और प्रारूप

FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड
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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT NOT APPLICABLE
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING MANDATE FORM
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS
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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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BIDDER'S GENERAL INFORMATION

To,
M/s Brahmputra Cracker and Polymer Ltd.

TENDER NO: BCPL/C&P/LE23W059BB/02767

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



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	multiple locations, addresses and GST no. of all such locations are to be provided).	District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. :
9	e-mail ID	
10	Website	
11	Mobile Number:	_____
12	ISO Certification, if any	[If yes, please furnish details]
13	PAN No.	
14	GST No. (refer sl. no. 7 above)	
15	EPF Registration No.	
16	ESI code No.	
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
18	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 49)



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	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100Crores.	
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Note: **BCPL intent to place the contract directly on the address from where Works are to be supplied. In case, bidder wants contract at some other address or Works are to supplied from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed.*

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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FORMAT F-2A
DECLARATION FOR BID SECURITY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

**SUB: HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB
CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH**

TENDER NO: BCPL/C&P/LE23W059BB/02767

Dear Sir

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

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

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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OR
FORMAT F-2

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/
BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

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

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

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Brahmputra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahmputra Cracker and Polymer Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.



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This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
..... (currency in words only)

b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

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

Name

Designation

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____



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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued as per proforma provided below
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMAN CE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE



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	BG ISSUED BANK DETAILS					
(A)		EMAIL ID	:			
(B)		ADDRESS	:			
(C)		PHONE NO	:			

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s Brahmputra Cracker and Polymer Ltd.

**SUB: HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB
CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH**
TENDER NO: BCPL/C&P/LE23W059BB/02767

Dear Sir,

I/We, _____ hereby authorize the following
representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening'
against the above Tender Document:

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

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



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PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

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

Dear Sir(s),

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

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

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

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



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



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

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.



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- The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 of ITB [Section-III] of Tender Document.
- A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
- If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.
- Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

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

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



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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AGREED TERMS & CONDITIONS

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH

TENDER NO: BCPL/C&P/LE23W059BB/02767

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR e) Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL or (ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Meecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcplonline.co.in)] and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
25.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s Brahmputra Cracker and Polymer Ltd.

SUB: **HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH**
TENDER NO: BCPL/C&P/LE23W059BB/02767

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:
Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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BIDDER'S EXPERIENCE

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: **HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.**
TENDER NO: BCPL/C&P/LE23W059BB/02767

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: As per cl. no. D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.



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F-8 (A) CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security/Declaration for Bid Security [as applicable] as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
5.0	Confirm that Undertaking as per Form 1 of Annexure C to Section III has been submitted (applicable for MSE and Class I Local supplier).		



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6.0	Confirm that Undertaking as per Form-2 to Annexure-C to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-C to Section-III are submitted. (Applicable for all bidders including MSEs bidders)		
7.0	Confirm that Undertaking as per Form-1 to Annexure-B to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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F-8(B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS

(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	(a) Documents to comply BEC Cl. No. 1.1.1		Yes/No	
2	Experience of bidder acquired as a subcontractor	Certificate from End User		Yes/No	
3.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
4.	Any other technical criteria in BEC	(a) (b) (c) _____		Yes/No	



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Financial BEC					
1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years.	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
4.	Format for Details of financial capability of	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public	Submitted		



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	Bidder	Accountant (CPA).			
--	---------------	-------------------	--	--	--

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

(To be provided on Bank's letter head)

Date:

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

Dear Sir,

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

The Customer has informed that they wish to bid for BCPL's Tender No. _____ dated _____ for(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs. _____

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Email Id :

Contact No. :

Stamp

Note:

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



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

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

A. AVERAGE ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

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

Note:

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:



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Instructions for Format F-10:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**

This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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F-12
BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Brahmputra Cracker and Polymer Ltd.

Sub : **HIRING OF CONTRACT FOR CONSTRUCTION OF OFFICER'S CLUB CUM RECREATION CENTER AT BCPL, TOWNSHIP, BARBARUAH.**

Tender No : BCPL/C&P/LE23W059BB/02767

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

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:



F-14
INTEGRITY PACT

(IP signed by BCPL's executive shall be made part of tender document)



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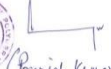
INTEGRITY PACT

INTRODUCTION:

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

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

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

for Integrity Pact

(Pranjali Kumar Phulka)



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ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

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

II VIOLATIONS & CONSEQUENCES:

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

for Integrity Pact

(Pranjali Kumar Phukan)



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

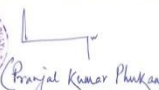
(भारतसरकारकाउपक्रम)/(A Government of India Enterprise)

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

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

This panel is authorised to examine / consider all references made to it under this tender/ contract. “The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Sh. S. Srinivasan [[email:s.srinivasan1980@gmail.com](mailto:s.srinivasan1980@gmail.com)] & Smt. Deepa Krishan [e-mail: deepakrishan@gmail.com] or with CC to them through their Nodal Officer (presently Pranjal Phukan, CM (C&P)- Email pranjalk.phukan@bcplindia.co.in) in BCPL. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and BCPL/GAIL authorities concerned for their disposal as per extant guidelines.”

for Integrity Pact

(Pranjal Kumar Phukan)



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between Brahma Putra Cracker and Polymer Ltd., a Government of India Public Sector,
(here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as
“Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.



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- iii) The Principal will exclude from the process all known prejudiced persons.



2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



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For Integrity Pact

(Pranjal Kumar Phukan)

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.



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2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

For Integrity Pact

(Praveen Kumar Plankar)

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.
4. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has



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no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

For Integrity Pact

(Pranjul Kumar Phukan)

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.



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4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

For Integrity Pact

(Pranjal Kumar Phukan)

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

For Integrity Pact

(Pranjal Kumar Phukan)

(For & on Behalf of Principal)

(For & on Behalf of
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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



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INDEMNITY BOND

WHEREAS Brahmputra Cracker and Polymer Ltd. (hereinafter referred to as “BCPL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 1st Floor, House No 6 Bhuban Road, Uzanbazar Guwahati, Assam, Pin – 781001 has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [mention the work order/LOA/Tender No.]and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

BCPL has also advised the Contractor to execute an Indemnity Bond in general in favour of BCPL indemnifying BCPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of BCPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against BCPL under or in relation to this contract. The Contractor undertakes to compensate and pay to BCPL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by BCPL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with BCPL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of BCPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which BCPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BCPL are settled by the Contractor and/or BCPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [Contractor]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.



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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on BCPL E-Tender portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s. Brahma Putra Cracker and Polymer Ltd.

SUB:

PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *___ (name of Consortium partners to be inserted)/ a Partnership Firm consisting of *___ and *___ (name of Partners to be inserted)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Brahma Putra Cracker and Polymer Ltd. in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahma Putra Cracker and Polymer Ltd.

We further absolve Brahma Putra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:



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भाग- IV
SECTION – IV
संविदाकीसामान्यशर्ते) जीसीसी(
GENERAL CONDITIONS OF CONTRACT (GCC)



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Dear Sir,

In reference to the Tender number **BCPL/C&P/LE23W059BB/02767** dated **22.08.2023**, I/we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I/ We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf

Thanking you,

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

Name:

Designation:

Company Seal:



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भाग- V

SECTION – V

संविदा की विशेष शर्तें (एससीसी) और कार्य स्कोप

**SPECIAL CONDITION OF CONTRACT
(SCC) & TECHNICAL SPECIFICATION**



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SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires. Provision as mentioned under instructions (ITB) shall also apply.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that such and such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards CPWD specifications, and the job specifications contained herein. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6 In the absence of any Specifications covering any material, design, or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the CONTRACTOR.
- 1.7 CONSULTANT referred to in Clause 1.1.8 of GCC means —Shivapriyaya Constructions LLP being the Engineering and Project Management consultant to the employer for this Project and having registered office at —Cherekapar, Sivasagar Assam-785640.
- 1.8 Location of Site referred to in Clause 2.1 of GCC shall be —M/s Brahmaputra Cracker and Polymer Limited (BCPL) Township at Barbaruah, Dibrugarh,



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Assam-786007.

- 1.9** The broad objectives of engaging the Executing Agency/ Contractor are to ensure.
- a) High standards of planning, execution and commissioning of the projects as per the requirements.
 - b) High standards of quality assurance in the execution of the works.
 - c) The completion of the works within the stipulated time frame.
 - d) The comprehensive supervision of Project implementation activities and handing over the project to BCPL.
 - e) The efficient construction supervision and management of works by personnel who are experienced in modern methods of construction supervision and contract management; and
 - f) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of the BCPL.
 - g) Management of contract and resolution of any dispute arising out of the contracts.

2.0 SCOPE OF WORK AND SUPPLY:

2.1 The scope of work & supply shall be as mentioned in Job Specifications/ Technical Specifications, Schedule of Rates, GCC etc. of Bidding Document. All materials, equipment, labour & consumables required for successful completion of work as per the description of item in Schedule of Rates shall be supplied by the CONTRACTOR and the cost of such supply shall be deemed to be included in the quoted rates without any additional liability on the part of BCPL except for the material specifically covered under BCPL Scope of Supply.

2.2 The work involves Construction of Officers' club cum recreation center at BCPL township premises, Barbaruah, Dibrugarh, as per details mentioned in SOR. However, works other than the SOR items may be executed as and when required as per direction from EIC for completion of the building in totality. The following tentative data regarding the structure may be considered for bidding along with drawings, items incorporated in Schedule of Rates and technical specifications.

- i. Plinth level : +600 lvl.
- ii. Plinth Area of Ground floor : 1915 sqm (includes stage area at +1500 lvl.)
- iii. Car porch area at Ground Floor : 69 sqm (roof at + 4200 lvl)
- iv. First Floor Area : 1382 sqm (roof at +7800 lvl)
- v. Green room roof area : 87 sqm (Roof at +5100 lvl)
- vi. Open to sky area with transparent roofing : 123 sqm (Slopped roof eaves level at +7800 lvl)



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- vii. Second floor roof area : 725 sqm (Roof level at +7800 lvl)
viii. Triple height roof area : 598 sqm (Slopped roof eaves level at +9600 lvl)

2.3 Volume of Work: No guarantee can be given of any definite volume of work which will be entrusted to the contractor at a time or throughout the period of the contract. The indication of quantity to be handled by the contractor is tentative and without any obligation on the Part of CONSULTANT/OWNER and it cannot be made a subject matter of any claim or litigation at any time even if quantities actually offered for execution during the period of the contract or substantially lower or higher than the estimated quantity indicated in the SOR. However, the CONTRACTOR shall be paid as per the executed quantities at actuals.

2.4 The work shall be executed in coordination with other services like HVAC, interior furnishings etc. The work front for the services contractor shall be handed over as per the stipulated timeline in consultation with CONSULTANT/OWNER.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

3.1 The Clause No. 2.3 to 2.5 given in GCC is modified to following extent:

3.2 CONSTRUCTION WATER:

Contractor has to arrange Construction water on his own through temporary arrangements. Bidder to refer GCC Construction Water clause No 2.3.

3.3 CONSTRUCTION POWER:

Subject to availability, the owner might provide power on chargeable basis as per applicable rates for the period of consumption at one point from where CONTRACTOR shall make his own arrangement for temporary distribution in line with the provisions of GCC clause No 2.4. However, the cost for installation of such distribution is to be borne by the CONTRACTOR. If Owner is unable to provide Construction power as mentioned above for any reasons whatsoever, the same have to arranged by CONTRACTOR. No time extension or compensation shall be payable on the above account. This shall not relieve CONTRACTOR of his responsibility for timely completion of the work as stipulated in the bidding document.

3.4 LAND FOR CONTRACTOR's OFFICE & FABRICATION YARD:

BCPL will offer land for use of the contractor's office space and fabrication yard inside the BCPL premises up to 3 months after completion of works on free of cost basis. However, in case, contractor fails to clear the site beyond 3 months after completion of works (as defined above), the payment of final Bill and release of CPBG shall be withheld and can be done only after full vacation



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of site by contractor. Additionally, BCPL shall charge/levy rent for occupying land inside BCPL premises at twice the rate to be decided by rental formula (as per applicable Government norms in force). Decision of Engineer-In-Charge in this regard to applicability of rental charge shall be final and binding on the contractor and same will not be subject of Arbitration process.

4.0 TIME SCHEDULE:

- 4.1 The Work shall be executed strictly as per time schedule certified by the Engineer-in-charge. The period of completion of the job is 18 months reckoned from 7 days of the date of notification of award/ FOA. The period of completion given includes the time required for mobilization, demobilization and completion of work in all respects to the satisfaction of the Engineer-in-Charge.
- 4.2 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 4.1 above.
- 4.3 Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the CONTRACTOR based on priorities and the joint programme of execution 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.
- 4.4 CONTRACTOR shall give everyday 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.

5.0 DRAWINGS AND DOCUMENTS:

- 5.1 Provisions as mentioned in GCC shall apply in this regard. However, the review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their compliance.
- 5.2 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Employer/Consultant at any time during execution of the contract. However no extra claim whatsoever shall be entertained for any variation in the -approved/issued for construction drawings and -tender drawings regarding any changes/units unless otherwise agreed.



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- 5.3 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension.

6.0 TAXES, DUTIES AND LEVIES

- 6.1 Price basis w.r.t inclusion/exclusion of taxes:

The quoted price shall be deemed to be inclusive of all the taxes and duties except Goods & Service Tax (GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate service or intra state service respectively and GST compensation cess, if applicable), with respect to CONTRACTOR's scope of work/ scope of supply till the completion of the work in line with the provisions mentioned in Instructions to Bidders (ITB).

6.2 Goods & Service Tax:

- a. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules. In the event that the contractor/vendor fail to provide the invoice in the form and manner prescribed under the GST Act read with GST invoicing rules there under, Owner shall not be liable to make any payment on account of GST against such invoice.
- b. GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non- receipt of tax invoice and/or non-payment of GST by the contractor/vendor (or non- auto-population of input tax credit on GSTIN portal), owner shall withhold the payment of GST.
- c. GST payable under reverse charge for specified services/goods under GST Act or Rules, if any shall not be paid to the contractor/vendor but will be directly deposited to the Government by owner.
- d. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the Government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to owner, then owner shall be entitled to deduct/set off /recover such amount against any amounts paid/payable by owner to contractor/supplier.
- e. The vendor/ contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner due to any non-compliance/ delayed compliance by the



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vendor/ contractor under the GST Act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non- furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier), the vendor/ contractor shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice, encashment of PBG or by way of any other means.

- f. TDS under GST, if applicable shall be deducted from contractors/ vendors bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to contractor/vendor.
- g. The vendor/ contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the vendor/ contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- h. The vendor/ contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the vendor/ contractor will be responsible for procurement of material in its own registration (GSTIN).
- i. In case the bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention —cover under composition system in column for GST of price schedule. In case, subsequently such vendor/ contractor gets covered under regular GST regime, the price including GST under regular GST regime shall not exceed the price quoted by the bidder under composition scheme.
- j. Owner will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting their bid and Reverse Charge Mechanism is applicable, their prices will be loaded with applicable GST as per clause E2 of Bid Evaluation Methodology.
- k. Bidders will be required to quote applicable tax rate (along with applicable SAC/ HSN Code) as per provisions of GST law for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clause) shall be adjusted in price.

6.3 Income Tax:



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Prices quoted by bidders shall be inclusive of income tax. Tax shall be deducted at source by owner on all sums due in accordance with the provisions of Indian Income Tax Act/Rules as in force at the relevant point of time.

Owner shall issue a tax deduction certificate to the bidder evidencing the tax deducted or withheld and deposited by owner on payments made to the bidder to enable the bidder to claim the credit of Tax deducted by owner.

6.4 INVOICING METHODOLOGY W.R.T. TAXATION

Invoice shall be raised in the name of owner and consignee shall be owner. Wherever applicable, the contractor shall bring material at site in their own name and Contractor shall be consignee. The invoice shall be raised by Vendor/ Contractor in the name of Owner.

6.5 TAX IMPLICATION WHERE FABRICATION YARD/ BATCHING PLANT IS OUTSIDE THE BCPL PREMISES, WHEREVER APPLICABLE:

Since contractors shall bring material in their own name and raise invoice to owner (as per payment milestone achieved) after charging CGST/SGST, location of fabrication yard whether inside or outside the Owner's premises will not attract any additional liability. No Free issue material shall be provided within the scope of this contract.

6.6 STATUTORY VARIATION

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Contractor except for the following:

Any statutory variation in GST or introduction of any new taxes/ levies pursuant to this contract till the contractual completion (CCD) date shall be paid to the contractor against submission of copy of relevant Govt. Notification and Tax Invoice. However, in case of delay beyond CCD, for reasons attributable to contractor/ vendor, introduction of any new taxes or levies and any increase in GST shall be borne by the contractor, however, decrease in GST shall be passed on to Owner.

6.7 Tax Indemnity:

Any errors of interpretation of applicability of taxes and duties by the contractor/vendor shall be on contractor's account.

Any fine, penalty or levies, required to be met by the Owner, arising out of non-compliance with respect to Indian taxation provisions by contractor including their personnel or such third party, shall be recovered from the amounts payable to the contractor.

7.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

7.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the



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Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

8.0 CONFIDENTIAL INFORMATION

8.1 Neither Employer/Consultant nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to anyone (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

9.0 FIRM PRICE

9.1 The quoted price shall be firm and shall not be subjected to price escalation on any account, till the work is completed in all respects except for the following:
VARIATION DUE TO TAXES & DUTIES

Quoted prices shall be subject to increase / decrease due to variations in taxes & duties and new taxes & duties as per the provisions mentioned in the Bidding Document.

Note: Variations, if any, on account of materials and / or labour and / or fuel (including diesel) shall be in the CONTRACTOR's account. Nothing shall be payable extra by BCPL on this account.

10.0 WORKS CONTRACT

10.1 The work covered under this contract shall be treated as a "Works Contract".

11.0 PROVIDENT FUND ACT

11.1 The Contractor shall strictly comply with the provisions of the Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to



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the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months.

- 11.2** The contractor(s) are required to submit copies of electronic challan cum return (ECR)/electronic challan along with online uploaded list of contract workers/members for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution with respective authorities for the contract workers engaged by him in BCPL while submitting monthly bills. In case the relevant provident fund Authority's receipt/challans referred to above are not furnished, Owner shall deduct 5% (five percent) of the payable amount from the Running Bill and retain the deducted amount as a security for the contribution to provident fund. Such retained amounts shall be released to the Contractor only on production of challan/receipts of the relevant provident fund Authority for the period covered by the related deduction.

12.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

- 12.1** The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

- 12.2** Subject to the provisions in the tender document, contractor shall deploy experienced technical personnel for supervision and execution of works.

12.3 CONSTRUCTION EQUIPMENT

The CONTRACTOR shall without prejudice to his responsibilities to execute and complete the work as per the specifications and time for completion, progressively deploy minimum construction equipment & tools and further augment the same depending on the exigencies of work and as decided by the Engineer-in-Charge suit the construction schedule within scheduled completion date without any additional cost to the Owner/Employer. The Owner/Consultant shall not supply any Construction Equipment.

12.4 MANPOWER DEPLOYMENT

The CONTRACTOR shall without prejudice to his overall responsibilities and liabilities to provide adequate qualified and skilled personnel on the work and



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shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to employer.

- 12.5** In addition to this, CONTRACTOR shall deploy Safety Supervisors to ensure safer working conditions at site.

Note:

The contractor shall always provide for Engineer-in-Charge or his Representative during the contract including defect liability period, a competent Supervisor/Foreman and/or and all such other men to assist him in carrying out or checking any measurements, levels setting out or measuring up of work, inspection and approval of works etc. The contractor shall also provide all tools, ladders, gangways, etc. as necessary for inspection or measurement of the works by the Engineer-in-Charge or his Representative.

21.0 MECHANISED CONSTRUCTION

- 21.0** 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.

- 21.1** 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 mechanized construction techniques and that the Employer/Consultant in this regard shall entertain no claim whatsoever.

22.0 MEASUREMENT OF WORKS

- 22.1** Measurement of Works shall be as per IS 1200 and CPWD WORKS MANUAL 2012, CLAUSE No.7.12.2. The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Department. All entries shall be made exactly as per the existing procedure.

- 22.2** These measurements shall then be 100% checked by the Consultant or Engineer deployed on behalf of the consultant and the owner. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurement, and submit to the department the corrected computerized measurement Books.

23.0 TERMS OF PAYMENT

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

- 23.2** The contractor is required to submit monthly running bills in quadruplicate to ENGINEER-IN-CHARGE along with the copies of separate measurement



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sheets of executed jobs during previous month by first week of every month, for job certification and payment. The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.

- 23.3 The payment shall normally be made within thirty days of submission of bill to ENGINEER-INCHARGE by the Finance Department after statutory deductions.
- 23.4 In case any damage to BCPL's property occurs during the execution of work due to contractor or of his employees, deduction will be made from the total claims according to the total evaluated cost of the damaged article. The evaluation of the damage will be done at the sole discretion of BCPL as decided by the ENGINEER-IN-CHARGE.
- 23.5 The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labor up to the previous bill has already been deposited with the PF commissioner.
- 23.6 Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.
- 23.7 No mobilization advance shall be paid.
- 23.8 In no case payment of the bills shall be made if, the jobs are not certified by the site engineer from time to time.

24.0 **DOCUMENTS TO BE ATTACHED WITH BILL:**

The following documents (as per 25.0 and 26.0 below) are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

25.0 **PAYMENT OF RUNNING BILLS:**

100% payment shall be released on completion of item / work as certified in the R.A bills. The R.A. bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills.

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

- i. Power of attorney in the name of the signatory of the bill is required.
- ii. Copy of PAN card.
- iii. Copy of GST registration certificate.
- iv. Copy of Labour license for the said work
- v. Copy of provident fund registration certificate
- vi. Copy of registration under interstate migrant workers act. (if applicable)
- vii. Copy of registration under Assam building and other construction workers act.



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- viii. Copy of last month EPF/ESI challan, duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
- ix. Certificate of minimum wages act compliance.
- x. Copy of contractors all risk policy.
- xi. Copy of workmen insurance policy.
- xii. Copy of insurance policy of plant and machinery engaged for the job.

26.0 PAYMENT OF FINAL BILL:

- i. The contractor must submit his final bill within 60 days of completion of the work and payment of the final bill shall be made to the contractor within 30 days of the submission of the bill and after completion of all obligations under the contract.
- ii. Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying BCPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance, and other payments etc.
- iii. No dues certificate from the contractor.
- iv. Any other document as per statutory requirement.
- v. No Demand Certificate: The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL records and no claim of contractor shall be entertained thereafter.
- vi. Any other document as per statutory requirement. The bills shall be submitted in a printed form in triplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills.

27.0 INSURANCE & DAMAGE TO PROPERTY:

The Contractor will be responsible for insurance coverage of his personnel and BCPL will have no liability whatsoever, on this account. Damage, if any caused to roads /building / structures/ machinery, equipment, property either moveable or immovable during execution of work, the same will be made good by the contractor.

28.0 WARRANTIES AND GUARANTEES

All manufacturers' warranties & guaranties for the equipment/ fittings/fixtures etc. supplied by the contractor shall be passed on to the owner.

29.0 ALTERATIONS, ADDITIONS AND OMISSIONS

The architect can make a variation of the form, quality or quantity of the works or any part there-of that may in his opinion, be necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable he shall have power to



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undertake in writing to the contractor to do and the contractor shall do any of the following:

- i. Increase or decrease in quantity of any work included in the contract within limits and as per terms given in GCC.
- ii. Omit any such work.
- iii. Change the levels, lines, position and dimension of any part of the work.
- iv. Execute additional work of any kind necessary for completion of works & no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variation, shall be taken into account in ascertaining the amount of the contract price.

30.0 STATUTORY APPROVALS

30.1 Obtaining statutory approvals, required as defined in CONTRACTOR's scope under Technical Scope of work, shall be the responsibility of the CONTRACTOR. The 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 Employer for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/inspection by concerned authorities.

30.2 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.

30.3 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.

30.4 All statutory approvals other than specified under 26.1 above shall be obtained by BCPL and provided to the CONTRACTOR.

31.0 NUISANCE:

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the occupants or their properties near the site and to the public generally. The work site should be properly barricaded and cordoned to prevent entry of unauthorized persons. Necessary measures like uniform and efficient sprinkling of water at workplace for dust suppression should be done as per instruction of the Engineer-in –charge. The existing infrastructure of the Township should have a dust free atmosphere. No extra payment will be made by BCPL in this regard.

32.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation



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statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

33.0 **CARE OF WORKS:**

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

34.0 **DEFENCE OF SUITS:**

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

35.0 **TESTS AND INSPECTION:**

- 35.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that will be furnished to him during the performance of the work.
- 35.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 35.3 The work is always subject to inspection by the Engineer-in-Charge. 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 bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 35.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 35.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.
- 35.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 35.7 Statutory fees paid to authorities/agencies and for repeat tests and inspection



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due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.

35.8 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

36.0 **OTHER CLAUSES:**

36.1 The Agency shall not sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. Company, etc. without prior written permission of BCPL.

36.2 The CONTRACTOR shall furnish the following to the ENGINEER-IN-CHARGE for approval before commencement of work:

- i. Samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance.
- ii. Fabrication/Shop drawings prepared by the Contractor based on the latest tender drawings, technical specifications and site requirement.

The material representing approved samples shall only be used for the construction and installation. CONTRACTOR shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of ENGINEER-IN-CHARGE.

36.3 The EMPLOYER may make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose or if for any other reason it shall, in his opinion be desirable he shall have power to order in writing to the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease in the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimension of any part of the works, and
- e) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variations, shall be taken into account in ascertaining the amount of the contract price.

36.4 Tenderer should quote all-inclusive prices including the liability of all types of taxes, duties and sales tax on works contract tax (if any) imposed by State/Central/Local Government bodies from time to time. Sales tax on works contract if applicable will be deducted at source as per the rules.

36.5 Income tax deductions as per Income Tax rules shall be made from CONTRACTOR's running account bills unless specific exemption has been obtained by the CONTRACTOR from the Income Tax Dept. and documentary



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evidence to this effect has been submitted to the EMPLOYER.

- 36.6** Sole responsibility rests with CONTRACTOR for procurement of all materials required for completion of work within the stipulated time.

37.0 TERMINATION OF THE CONTRACT:

BCPL may at any point of the time during the currency of the contract and solely at its discretion terminate the contract in full and in part by giving 30 days' notice before expiry of full terms of 01 year or extended term of contract. The contractor shall not be entitled for any compensation by reasons of any such termination and the contractor shall not be allowed to move for arbitration for any such termination. Security Deposit of the contractor will get forfeited in case of termination of contract.

If the contract is to be terminated due to non-performance of the contract, the same shall also be done by giving 30 days' notice period.

38.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION:

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

39.0 ARBITRATION CLAUSE:

- 39.1** All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 39.2** For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 39.3** The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his



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choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

- 39.4** If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 39.5** The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 39.6** The venue of arbitration shall be Guwahati.
- 39.7** The award of the Arbitrator shall be final and binding on both the parties.
- 39.8** Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 39.9** JURISDICTION: The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

40.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 40.1** Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.
- 40.2** The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by BCPL. The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to Employer/Consultant 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.
- 40.3** Employer/Consultant will utilize this data for processing and verification of the Contractor's bill and payment.
- 40.4** BCPL has introduced a Computerized Billing System whereby when the Bills are submitted in BCPL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through BCPL's website online by referring to the receipt number.

41.0 TEMPORARY WORKS

- 41.1** All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them



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shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

42.0 QUALITY MANAGEMENT SYSTEM

42.1 The Bidder shall include in his offer the Quality Assurance Program containing the overall quality management and procedures, which are required to be adhered to during the execution of contract. After the award of the contract a detailed quality assurance program shall be prepared by the contractor for the execution of contract for various works, which will be mutually discussed and agreed to.

42.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

42.3 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 in respect of Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

42.4 The Employer/Consultant/Consultant 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.

42.5 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 for carrying out the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) 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.

42.6 In case the 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.

42.7 The Contractor shall adhere to the quality management system.

42.8 The Contractor shall adhere to Specification for Documentation Requirements from contractors.

43.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

43.1 These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during



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executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

- 43.2 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 43.3 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 43.4 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 43.5 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 43.6 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 43.7 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 43.8 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 43.9 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 43.10 All equipment should be tested and certified for its capacity before use.
- 43.11 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 43.12 All persons deployed at site shall be knowledgeable of and comply with the



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environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BCPL.

- 43.13** Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 43.14** Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 43.15** Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

43.16 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

- 43.17** 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.
- 43.18** The Contractor shall be required to take a suitable Insurance Policy with a view to cover themselves against the above penalties and submit a copy of the said policy to the Engineer-in-Charge before possession of site is given to them.

44.0 SITE CLEANING

- 44.1** 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.
- 44.2** If the work involves dismantling of any existing structure in whole or part, care



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shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

- 44.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.
- 44.4 The Contractor shall dispose off the unserviceable materials, debris etc. To any areas as decided by the Engineer-in-Charge.
- 44.5 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.
- 44.6 No extra payment shall be paid on this account.

45.0 UNDERGROUND AND OVERHEAD STRUCTURES

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

46.0 TEST CERTIFICATES

- 46.1 The bidder shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.
- 46.2 The Contractor shall also submit the test certificate with every batch of material supplied which will be approved by the Engineer-in-Charge. In case any test is to be carried out, the same shall be done in the approved laboratory at the cost of the contractor.

47.0 ROYALTY

- 47.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer can obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to the Employer for all the items involving Royalty. Any increase in the prevailing rate of Royalty shall be borne by the Contractor at no extra cost to the Employer. The contractor should indicate the rate of Royalty considered in their offer.



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48.0 SITE FACILITIES FOR WORKMEN

48.1 Following facilities are to be ensured at all workplaces where workmen are deployed/engaged by Contractor.

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water.
- iii) Toilets
- iv) Canteen where tea & snacks are available.
- v) A crèche where 10 or more women workmen are having children below the age of 6 years.

49.0 MAKE OF MATERIALS

49.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors/sub-vendors before placing order.

50.0 ADDITIONAL WORKS / EXTRA WORKS

50.1 Employer/Consultant reserves their 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. In the event of such decisions being taken by Employer/Consultant Contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

51.0 PRICE REDUCTION SCHEDULE FOR DELAY

The Price Reduction Schedule (PRS) shall be applicable in line with clause 27 of GCC and respective Clause of ITB.

52.0 RESPONSIBILITY OF CONTRACTOR

52.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.

52.2 All expenses towards mobilisation at site and demobilisation including



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bringing in 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.

52.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment's, scaffoldings and safety gadgets, cranes 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.

52.4 Preparing approaches and working areas for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be the 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 while quoting for the work.

52.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

53.0 STORAGE FACILITIES

53.1 The Contractor shall storage facility for storage of materials at his own cost. The contractor shall provide these facilities within the quoted price.

54.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

54.1 After the Award of Contract

A. Time Schedule

The Completion Time Schedule for the work (including mobilization period) is 18 months from the date of issue of Fax/Letter of Acceptance. The Bidder is required to submit a Project Time Schedule with Gant Chart. The Schedule shall cover all aspects like sub-ordering, fabrication, installation, and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. The owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the overall Project requirement.

B. Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc.



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Overall Project Schedule

The Contractor shall submit within 1 week of LOI/FOI, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats. The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation.

C. Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

D. Functional Schedules

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

54.2 Project Review Meetings

The Contractor shall present the programme and status at various review meetings as required.

54.3 Progress Reporting Proforma

- I. Monthly Progress Report: This report shall be submitted on monthly within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:
 - i) Brief Introduction of the work.
 - ii) Activities executed/ achievements during the month.
 - iii) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Sub-contracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against schedule.
 - iv) Area of concern/ problem/ hold-ups, impacts and action plans.
 - v) Resources deployment status.
 - vi) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.
 - vii) Procurement status for items to be supplied by Contractor.



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E. Daily Reports

- i) Activity programme for the day
- ii) Progress of the previous day and commutative progress.
- iii) Manpower & machinery deployed.
- iv) Hindrances (if any).

F. Any other additional reports/ information that may be required by E.I.C.

55.0 Progress Reports

55.1 The CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period. CONTRACTOR shall keep the OWNER informed well in advance of the construction schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

55.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

55.3 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

56.0 INSURANCE

BCPL will take a separate MCE (Marine–Cum-Erection) policy for the project. The policy covers all the project materials to be erected /used in the Project however, insurance of manpower, vehicles and other capital equipment deployed by the Contractors for executing the job, shall be in contractor's scope. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

57.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

57.1 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



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CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act 1996.

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

58.0 SINGLE POINT RESPONSIBILITY

58.1 The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

59.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS

The CONTRACTOR is required to abide by safety and security regulations of OWNER enforced from time to time.

59.1 ENTRY PASSES: The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available from the OWNER. The photo entry passes shall be issued by the OWNER for a maximum period of 3 months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case temporary passes for a maximum period of 7 days may be issued.

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



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stamp challans/ supporting documents signed by company's personnel at gate during entry.

60.0 SURPLUS MATERIALS

60.1 Upon Completion of the Works, the Contractor shall remove from Site, the entire Contractor's Equipment, Temporary Works and surplus materials as defined below, as per the directions of the Engineer-in- Charge.

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

60.3 LEADS: For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical specifications.

61.0 COORDINATION WITH PMC

61.1 CONTRACTOR shall coordinate with PMC for his day-to-day activities and provide free access and assistance during the inspections and other activities to be carried out by PMC. The CONTRACTOR shall comply to the requirements of PMC and obtain all the clearances from PMC for his work.

62.0 INVOICE & PAYMENT:

62.1 Invoices to be raised on —Office In-charge, BCPL. Details to be provided after the award.

62.2 Payments to be released from respective site offices and ORIGINAL Invoice may be addressed to —Brahmaputra Cracker and polymer Limited, Administrative Building, Lepetkata, Dibrugarh, Assam-786006, India. Tel: +91373-2914604.

63.0 NO CLAIM AND INDEMNITY BOND

63.1 The bidder shall submit No Claim and Indemnity bond along with the final bill as per the formats attached.

64.0 SUB-LETTING OF WORKS

The clause no.37 of GCC shall stand modified to the following extent only:



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- 64.1** The contractor shall not, saved with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/ Contractor along with each invoice/bill.

65.0 ENGAGEMENT OF CONTRACTUAL MANPOWER

- 65.1** While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belong to the scheduled castes and weaker sections of the society also in order to have a fair representation of these sections. In order to encourage local employment contractor shall endeavor to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

66.0 LABOUR LICENSE

- 66.1** Before starting of work at site, Contractor shall obtain a license from concerned authorities under the contract labour (Abolition and Regulation) Act 1970 and furnish copy of the same to Owner.
- 66.2** The contractor shall submit the payment proof of labour cess as applicable against the executed value of contract. Labour cess amount shall be reimbursed after submission of proof of the payment of the same.

67.0 LABOUR

- 67.1** 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.
- 67.2** 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 the construction site.
- 67.3** 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.
- 67.4** 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.



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- 67.5 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.
- 67.6 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.
- 67.7 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.
- 67.8 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.
- 67.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for ASSAM Region payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 67.10 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.
- 67.11 The Contractor shall maintain records of wages and other remuneration paid to



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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 authorized person appointed by Central or State Government.

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

68.0 EMPLOYMENT OF LOCAL LABOUR

68.1 The CONTRACTOR shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. In case of non - availability of suitable labour in any category out of the above persons, labour from outside may be employed.

68.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

69.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

69.1 Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in the performance evaluation of such vendor/ contractor.

69.2 GENERAL ENVIRONMENT REQUIREMENT

69.3 The Contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants. The Contractor should ensure proper awareness to workers to maintain a green and clean environment inside/outside the project site.

69.4 The Contractor shall be responsible for arranging the fuel requirement of his workers and staff without resorting to cutting trees and shrubs. Cutting trees and shrubs is strictly prohibited for this purpose.

70.0 CALIBRATION REQUIREMENT OF MONITORING AND MEASURING DEVICES AT CONSTRUCTION SITES

70.1 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 of EIC.

71.0 WORK FRONT

71.1 The work involved under this Contract may include such works as have to be



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taken up and completed after other agencies have completed their jobs. The CONTRACTOR will be required and bound to take up and complete such work 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 an extension of the 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.

71.2 The entire work fronts shall be released to the contractor on the date of issue of LOA/FOA. Time extension due to non-availability of Physical work front shall be considered only if the progress of work is corresponding to the work fronts released.

72.0 PRICE VARIATION FOR STRUCTURAL STEEL, REINFORCEMENT STEEL, LABOUR & DIESEL: *Not applicable.*

**SIGNATURE AND SEAL OF
THE CONTRACTOR**

TECHNICAL SPECIFICATIONS

Specifications to be followed for execution of work	Civil work: CPWD Specifications 2019 Volume- I & II with corrections slips up to last date of submission of bid.
	Electrical work: 1. CPWD General Specification for Electrical Works Part I Internal – 2013. 2. CPWD General Specification for Electrical Works Part IV Substation -2013. 3. CPWD General Specification for Electrical Works Part VII DG Sets – 2013. 4. CPWD General Specification for Electrical Works Part VIII Gas Based Fire Extinguishing System – 2013. 5. CPWD specification of HORTICULTURE & LANDSCAPING – 2016



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All above specifications shall be applicable with corrections slips up to the last date of submission/ uploading of bid. The technical specifications for SOR items not covered in the above specifications shall be executed as per specifications as per the item description. In addition to the above, the decision of the Engineer-in-charge shall be final and binding.

Note:

1. The specialized technical staff for execution for component such as plumbing, water proofing, electrical works, Acoustic, landscaping etc. shall be deployed as per the requirement of work.



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ESTABLISHING SITE LABORATORY AND TESTING OF MATERIALS

Equipments for conducting necessary tests (as per CPWD Specifications 2019 Volume-I) shall be provided and installed at site in the well-furnished site laboratory by the agency at its own cost. Test other than field tests can be done in laboratories / testing facilities outside the site premises with due permission from the Engineer-in-charge. Tentative list of laboratory equipments in general or as and when required is as under. (This is for bidding purpose only).

Sl. No.	Equipment	Numbers
1.	100MT compression testing machine, electrical-cum-manually operated)	1
2.	Slump cone, steel plate, tamping rod, steel scale, scoop	2
3.	Vicat Apparatus with Desk pot	1
4.	Megger & earth resistance tester	1
5.	Pumps and pressure gauges for hydraulic testing of pressure	1
6.	Weighing scale platform type 100 Kg	1
7.	Graduated glass measuring cylinder of various capacity	As per requirement
8.	Sets of sieves of 450mm internal dia for coarse aggregate [100mm, 80mm, 40mm, 2mm, 12.5mm]	1 set
9.	Sets of sieves of 200mm internal dia for fine aggregate [4.75mm; 2.36mm; 1.18mm; 600microns; 300 microns & 150 micron, with lid and pan]	1 set
10.	Sieve Brushes and sieve shaker capable of 200mm and 300mm dia sieves, manually operated with timing switch assembly	2
11.	Cube moulds size 70mmx70mmx70mm	10
12.	Cube moulds size 150mmx150mmx150mm	30
13.	Hot air oven temp. Range 50°C to 300°C-sensitivity 1 degree	1
14.	Electronic balance 600gx0.1g., 10kg and 50 kg	5
15.	Physical balance weight up to 5 kg	2
16.	Digital thermometer up to 150oc	1
17.	Air Content of concrete testing machine	1
18.	Measuring jars 100ml, 20ml, 500ml	2 Nos each size
19.	Gauging trowels 100mm & 20mm with wooden handle	As per requirement
20.	Spatula 100mm & 20mm with long blade wooden handle	As per requirement
22.	Vernier calipers 12" & 6" size	1 each
23.	Digital PH meter least count 0.01mm	1
24.	Digital Micrometer least count. 0.01mm	1
25.	Digital paint thickness meter for steel 500 microns	3



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26.	GI tray 600x450x50mm, 450x300x40mm, 300x250x40mm	3 Nos each
27.	Electric Motor mixer 0.25 cum capacity	1
28.	Rebound hammer test digital rebound hammer	As per requirement
29.	Screw gauge 0.1mm-10mm, least count 0.05	1
30.	Water testing kit	3
31.	Motorized sieve shaker	1
32.	Pruning Rods 2 Kg weight length 40 cm and ramming face 25 mm ²	2
33.	Extra Bottom plates for 15 cm cube mould	10
34.	Standard Vibration Table for gauging the Cubes	2
35.	Pocket concrete penetrometer 0 to 50kg/sq.cm	1
36.	Concrete temperature measuring thermometer with Brass protection sheath 0- 100 degree centigrade	4
37.	Mortar Cube vibrator	2
38.	Dial type spring balance preferable with zero correction knob capacity 100 kgs. Reading to ½ kg.	2
39.	Counter scale capacity 1 kg and 10 kg	2
40.	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 20 gm, 100 gm	5 each
41.	Brass Weight of 50 gm, 2 gm, 10 gm, 5 gm, 2 gm, 1 gm	5 each
42.	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 100 ml	5 each
43.	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 20 ml, 50 ml	10 each
44.	Wash Bottles capacity 500 ml	10
45.	Thermometers 1-100 degree centigrade / max. and Min/Dry and wet with table	6
46.	Set of box spanner ratchet	3
47.	Hammer 1lb& 2lb	1 each
48.	Distance metre (of 100 metre)	10
50.	Measuring tape (5 metre)	2
51.	Depth gauge 2 cm	1
52.	Shovels & Spade	5
53.	Steel plates 5 mm thick 75x75 cm	5
54.	Plastic or G.I. Buckets 15 ltr, 10 ltr, 5 ltr	2 each
55.	Wheelbarrow	2
56.	Floor Brushes, hair dusters, scrappers, wire brush, paint brushes, shutter steel plat oil, kerosene with stove etc.	As per requirement
57.	Any other equipment for site tests as outlined in BIS codes and as directed by the Engineer-in-charge.	As per requirement
58.	Concrete Core cutter Machine	1



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REQUIREMENTS OF PLANT AND EQUIPMENT AT SITE

Sl. No.	Equipment	Numbers
1.	Builders hoist	2
2.	Centralized concrete batch mix plant of minimum capacity 30 cum per hour (fully automatic with computer control)	As per requirement
3.	Excavator cum loader (JCB 3D model or equivalent).	2
4.	DG set of minimum capacity 62.5 KVA.	2
5.	Mini batching plant (6 cum. /hr.).	2
6.	Transit mixers	As reqd.
7.	DG set of minimum capacity 62.5 KVA.	2
8.	Mini batching plant (6 cum. /hr.).	2
9.	Transit mixers.	As reqd.
10.	Concrete pump	1
11.	Needle Vibrators.	5
12.	Screed leveler.	2
13.	Plate Vibrator	2
14.	Reinforcement bending machine.	2
15.	Reinforcement cutting machine.	3
16.	Power driven earth rammer (Soil compactor).	1
17.	Total station.	1
18.	Water tanker (Minimum capacity of 5000 liters)	1
19.	Welding machine 400 Ampere	2
20.	Screener for coarse sand and fine sand	5
21.	Centrifugal mono block water pump of 1 HP capacity	As reqd.
22.	Double steel scaffolding and staging materials	1000 sq.mt.
23.	Floor grinding/polishing machines	2 nos.
24.	Granite cutting machine	2nos.
25.	Drilling machine	5 Nos.
26.	Shuttering with necessary props	2000 sq.mt.
27.	Drilling machine	5 Nos.
28.	Desktop Computers / Laptop for recording measurement	2 nos.
29.	Any other equipment for completion of work as per decision of Engineer-in-charge.	As per requirement

Note: 1. The above list is only indicative and not exhaustive. The Bidder may be required to deploy more T&P as per the requirement of work.

2. All the above plants & equipments are to be deployed as and when required or directed by Engineer-in-Charge.



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**TECHNICAL DRAWAINGS ENCLOSED
SEPARATELY**



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भाग- VI
SECTION-VI

स्वास्थ्यसुरक्षापर्यावरण [एचएसई] विनिर्देश/

HEALTH, SAFETY
ENVIRONMENT [HSE] SPECIFICATIONS



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SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



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- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



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भाग– VII
SECTION – VII

दरअनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)
(To be uploaded in Folder –I (Techno-commercial part))

[Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)]



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Sl. No.	Service Description	Quantity	Units	UNIT RATE In Figures To be entered by the Bidder in Rs. P	SAC	GST IN % (Select appropriate GST %age from the dropdown list)	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT INCLUDING GST (Select appropriate GST % in GST column)
1	Short Text : Earth work in excavation by mechanical m Long Text : Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.:All kinds of soil	83	M3					Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part
2	Short Text : Earth work in excavation by mechanical m Long Text : Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.: All kinds of soil.	3626	M3					Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part



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3	Short Text : Excavating trenches of required width fo Long Text : Excavating trenches of required width for pipes, cables, etc including excavation for sockets, and dressing of sides, ramming of bottoms, depth upto 1.5 m, including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering, etc. and disposing of surplus excavated soil as directed, within a lead of 50 m for all kinds of soil:Pipes, cables etc. exceeding 80 mm dia. but not exceeding 300 mm dia	100	M				Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part
4	Short Text : Filling available excavated earth (exclu Long Text : Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	3370	M3				Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part
5	Short Text : Filling local earth Long Text : Excavating, supplying and filling of local earth (including royalty) by mechanical transport upto a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth <(,>) sides of foundation etc. complete.	1239	M3				Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part
6	Short Text : Extra for every additional lift of 1.5 m Long Text : Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials:All kinds of soil	1337	M3				Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part



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7	Short Text : Sand filling in plinth Long Text : Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	279	M3				Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part
8	Short Text : Plinth protection 50mm thick Long Text : Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	143	M2				Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part
9	Short Text : Cement concrete (1:5:10): upto plinth Long Text : Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources: 10 graded stone aggregate 40 mm nominal size derived from natural sources).	321	M3				
10	Short Text : Cement concrete (1:5:10): above plinth Long Text : Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing : 1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources: 10 graded stone aggregate 40 mm nominal size derived from	35	M3				



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	natural sources).					
11	Short Text : Waterproofing material in concrete Long Text : Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification	49600	KG			
12	Short Text : RCC upto plinth: 1:2:4 Long Text : Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, ifnishing and reinforcement- All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources: 4 graded stone aggregate 20 mm nominal size derived from natural sources).	155	M3			
13	Short Text : Centering and shuttering : foundation Long Text : Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete	918	M2			
14	Short Text : Centering and shuttering : Suspended flo Long Text : Suspended floors, roofs, landings, balconies and access platform	3022	M2			



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15	Short Text : Centering and shuttering : Shelves (Cast Long Text : Shelves (Cast in situ)	4	M2				
16	Short Text : Centering and shuttering : Lintels Long Text : Lintels, beams, plinth beams, girders, bressumers and cantilevers	2496	M2				
17	Short Text : Centering and shuttering : Columns Long Text : Columns, Pillars, Piers, Abutments, Posts and Struts	4022	M2				
18	Short Text : Centering and shuttering : Stairs Long Text : Stairs, (excluding landings) except spiral- staircases	90	M2				
19	Short Text : Centering and shuttering : Edges of slab Long Text : Edges of slabs and breaks in floors and walls:Under 20 cm wide	601	M				
20	Short Text : Centering and shuttering :Chajjas Long Text : Weather shade, Chajjas, corbels etc., including edges	361	M2				



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21	Short Text : Extra for additional height in shutterin Long Text : Extra for additional height in centering, shuttering where ever required with adequate bracing, propping etc., including cost of de-shuttering and decentering at all levels, over a height of 3.5 m, for every additional height of 1 metre or part thereof (Plan area to be measured).Suspended floors, roofs, landing, beams and balconies (Plan area to be measured)	258	M2			
22	Short Text : Design mix concrete-M30 upto plinth Long Text : Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using coarse aggregate as well as fine aggregate derived from natural sources and cement (PPC) content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.: All works upto plinth level	589	M3			
23	Short Text : Steel reinforcement - upto plinth Long Text : Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	76880	KG			



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24	Short Text : Steel reinforcement - above plinth Long Text : Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level: Thermo-Mechanically Treated bars of grade Fe-500D or more.	142975	KG			
25	Short Text : Plastering drip course/ groove Long Text : Add for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections.	601	M			
26	Short Text : Design mix concrete-M30 above plinth Long Text : Providing and laying in position machine batched and machine mixed design mix M-30 grade cement concrete for reinforced cement concrete work, using coarse aggregate as well as fine aggregate derived from natural sources and cement (PPC) content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.: All works above plinth level upto floor V level	817	M3			
27	Short Text : Add for using extra cement in the items Long Text : Add for using extra cement in the items of design mix over and above the specified cement content therein.	703	QTL			



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28	Short Text : Brick work (1:6) upto plinth Long Text : Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	147	M3			
29	Short Text : Brick work (1:6) above plinth Long Text : Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	188	M3			
30	Short Text : Half brick masonry (1:4) Long Text : Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level: Cement mortar 1:4 (1 cement :4 coarse sand)	1125	M2			
31	Short Text : Granite cladding/ platforms:18 mm thick Long Text : Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.Granite of any colour and	50	M2			



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	shade: Area of slab over 0.50 sqm						
32	Short Text : Ceramic wall tiles in dao, skirting etc. Long Text : Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of minimum size 300x600 mm or as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. Size should not be less than 300x600 mm.	364	M2				



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33	Short Text : Clay/Terracotta ventilated rainscreen ti Long Text : Providing and fixing of façade at all heights with extruded hollow Clay / Terracotta ventilated rainscreen tiles of height 250/ 300/ 400mm and length of 595 mm of approved texture,design and pattern having Flexural Strength/ Modulus of Rupture of 14 N/m² and maximum water absorption of 10% tested as per ISO 10545-4:2004(E) and ISO 10545-3:1995 respectively in true level fixed to a supporting aluminium framework(Alloy 6063 T5/T6) consisting of vertical 'T' (for intermediates)/ 'L'(for ends/ termination)/ Tubular sections (at corners)of size 80x60x2mm/ 40x60x2mm/ 40x40x2mm respectively, spaced at maximum spacing of 600mm c/c matching to the tile vertical grid, and horizontal aluminium 'C'-clamps of size 56x25x2mm thickness of length 150mm at junction of tiles and of length 75mm at wall ends/ corners fixed on top of the vertical sections at spacing of 250/ 300/ 400mm c/c matching to the tile horizontal grid with two numbers of self-drilling / self-tapping SS screws of size 5.5x25 mm with EPDM washers.The vertical 'T'/'L/ Tubular' sections shall be fixed to the wall using HDG (hot-dip-galvanized) steel L-brackets (galvanizing thickness of minimum 80 microns)of size 110x80x6 mm at intermediate vertical aluminium profiles and of size 220x110x12 mm at outer corners and stainless steel grade 304,M10 full threaded anchor fasteners with nylon sleeve 100mm long (for brick work) and M8 expansion anchor fasteners 75mm long for concrete surface, spacing of brackets to be based on a structural/ static calculation. The brackets shall be of length 175mm at junction of two vertical aluminium profiles and of length 100mm at intermediate points of vertical profiles and shall be fixed to the vertical aluminium T / L / Tubular	1000	M2			
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profiles using two numbers self-drilling/ self-tapping SS screws of size 5.5x25mm with EPDM washers. EPDM gaskets to be fixed in between brackets and vertical profiles. The tiles shall be mounted on the 'C' clamps such that the tiles are supported at top and bottom at both ends. The tiles shall be additionally secured to the horizontal 'C' clamps using special SS clips of required size which shall be inserted and pressed into position on the 'C' clamps holding the tiles and the cut-tiles shall be glued at points to the horizontal 'C' clamps by using MS Polymer sealant adhesive. The vertical joint open groove between two adjacent tiles shall be 5mm. The tiles and system shall be designed to resist wind load as per IS 875 (Part 3) according to different zones. The tiles shall be installed using the ventilated rain screen principle with provision for natural ventilation of the space between the façade tiles and the structural wall. The work shall be carried out as per specification, drawing and as per direction of the Engineer-in-Charge. Note : Scaffolding wherever required to be paid separately:With 16mm thickness (+/- 10%) terracotta tiles of other than grey colors



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34	Short Text : Structural Glazing Long Text : Designing, fabricating, testing, protection, installing and fixing in position semi (grid) unitized system of structural glazing (with open joints) for linear as well as curvilinear portions of the building for all heights and all levels, including: (a) Structural analysis & design and preparation of shop drawings for the specified design loads conforming to IS 875 part III (the system must passed the proof test at 1.5 times design wind pressure without any failure), including functional design of the aluminum sections for fixing glazing panels of various thicknesses, aluminium cleats, sleeves and splice plates etc. gaskets, screws, toggles, nuts, bolts, clamps etc., structural and weather silicone sealants, flashings, fire stop (barrier)-cum-smoke seals, microwave cured EPDM gaskets for water tightness, pressure equalisation & drainage and protection against fire hazard including: (b) Fabricating and supplying serrated M.S. hot dip galvanised /Aluminium alloy of 6005 T5 brackets of required sizes, sections and profiles etc. to accommodate 3 Dimentional movement for achieving perfect verticality and fixing structural glazing system rigidly to the RCC/ masonry/structural steel framework of building structure using stainless steel anchor fasteners/ bolts, nylon seperator to prevent bimetallic contacts with nuts and washers etc. of stainless steel grade 316, of the required capacity and in required numbers.(c) Providing and filling, two part pump filled, structural silicone sealant and one part weather silicone sealant compatible with the structural silicone sealant of required bite size in a clean and controlled factory / work shop environment, including double sided spacer tape, setting blocks and backer rod, all of approved grade, brand and manufacture, as per the approved sealant design, within and all around the perimeter for holding glass.(d) Providing and fixing in position flashings of solid aluminium sheet 1 mm thick and of sizes, shapes and profiles, as required as per the site conditions, to seal the gap between the building structure and all its interfaces with curtain glazing to make it watertight. (e) Making provision for drainage of moisture/ water that	560	M2			
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enters the curtain glazing system to make it watertight, by incorporating principles of pressure equalization, providing suitable gutter profiles at bottom (if required), making necessary holes of required sizes and of required numbers etc. complete. This item includes cost of all inputs of designing, labour for fabricating and installation of aluminium grid, installation of glazed units, T<(>&<)>P, scaffolding and other incidental charges including wastages etc., enabling temporary structures and services, cranes or cradles etc. as described above and as specified. The item includes the cost of getting all the structural and functional design including shop drawings checked by a structural designer, dully approved by Engineer-in-charge. The item also includes the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working structural glazing as specified, cleaning and protection till the handing over of the building for occupation. In the end, the Contractor shall provide a water tight structural glazing having all the performance characteristics etc. all complete as required, as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Engineer- in-Charge.



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35	Short Text : Powder coated aluminium frames for fixed Long Text : Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :For fixed portion: Powder coated aluminium (minimum thickness of powder coating 50 micron)	4000	KG				
36	Short Text : CP brass cupboard knobs Long Text : Providing and fixing chromium plated brass 50 mm cupboard or wardrobe knobs with nuts complete.	2	EA				



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37	Short Text : Extra for providing frosted glass panes Long Text : Extra for providing frosted glass panes 4 mm thick instead of ordinary float glass panes 4 mm thick in doors, windows and clerestory window shutters. (Area of opening for glass panes excluding portion inside rebate shall be measured).	8	M2			
38	Short Text : Flush door shutter: 35 mm Long Text : Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	125	M2			
39	Short Text : CP brass cupboard locks Long Text : Providing and fixing special quality chromium plated brass cupboard locks with six levers of approved quality including necessary screws etc. complete: Size 50 mm	2	EA			
40	Short Text : Aluminium sliding door bolts: 300 x 16 m Long Text : Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete : 300x16 mm	27	EA			



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41	Short Text : Aluminium sliding door bolts: 250 x 16 m Long Text : Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete : 250x16 mm	15	EA			
42	Short Text : Aluminium tower bolts: 250 x 10 mm Long Text : Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 250x10 mm	82	EA			
43	Short Text : Aluminium tower bolts: 150 x 10 mm Long Text : Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 150x10 mm	36	EA			
44	Short Text : Aluminium handles-anodized: 125mm Long Text : Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :	170	EA			



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45	Short Text : Door stopper: Twin rubber Long Text : Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete: Twin rubber stopper	65	EA				
46	Short Text : Magnetic catcher: double strip Long Text : Providing and fixing magnetic catcher of approved quality in cupboard / ward robe shutters, including fixing with necessary screws etc. complete: Double strip (horizontal type)	4	EA				



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47	Short Text : Two track two panels sliding window made Long Text : Providing and fixing factory made uPVC white colour sliding glazed window upto 1.50 m in height dimension comprising of uPVC multi-chambered frame with in-built roller track and sash extruded profiles duly reinforced with 1.60 ± 0.2 mm thick galvanized mild steel section made from roll forming process of required length (shape & size according to uPVC profile), appropriate dimension of uPVC extruded glazing beads and uPVC extruded interlocks, EPDM gasket, wool pile, zinc alloy (white powder coated) touch locks with hook, zinc alloy body with single nylon rollers (weight bearing capacity to be 40 kg), G.I fasteners 100 x 8 mm size for fixing frame to finished wall and necessary stainless steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealent over backer rod of required size and of approved quality, all complete as per approved drawing & direction of Engineer-in-Charge. (Single / double glass panes, wire mesh and silicon sealent shall be paid separately). Variation in profile dimension in higher side shall be accepted but no extra payment on this account shall be made:Two track two panels sliding window made of (small series) frame 52 x 44 mm <(>&<)>sash 32 x 60 mm both having wall thickness of 1.9 ± 0.2 mm and single glazing bead of appropriate dimension. (Area of window upto 1.75 sqm)	7	M2			
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48	Short Text : Three track three panels sliding window Long Text : Providing and fixing factory made uPVC white colour sliding glazed window upto 1.50 m in height dimension comprising of uPVC multi-chambered frame with in-built roller track and sash extruded profiles duly reinforced with 1.60 ± 0.2 mm thick galvanized mild steel section made from roll forming process of required length (shape & size according to uPVC profile), appropriate dimension of uPVC extruded glazing beads and uPVC extruded interlocks, EPDM gasket, wool pile, zinc alloy (white powder coated) touch locks with hook, zinc alloy body with single nylon rollers (weight bearing capacity to be 40 kg), G.I fasteners 100 x 8 mm size for fixing frame to finished wall and necessary stainless steel screws etc. Profile of frame & sash shall be mitred cut and fusion welded at all corners, including drilling of holes for fixing hardware's and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of required size and of approved quality, all complete as per approved drawing & direction of Engineer-in-Charge: Three track three panels sliding window with fly proof SS wire mesh (Two nos. glazed & one no. wire mesh panels) made of (small series) frame 92 x 44 mm & sash 32 x 60 mm both having wall thickness of 1.9 ± 0.2 mm and single glazing bead of appropriate dimension (Area of window upto 1.75 sqm).	197	M2			
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49	Short Text : Steel roller for uPVC sliding window Long Text : Providing and fixing steel roller for uPVC sliding window with necessary screws etc. complete.	412	EA			
50	Short Text : Fly proof wire gauze of uPVC windows Long Text : Providing & fixing fly proof wire gauze to uPVC windows, clerestory windows & doors with M.S. Flat 15x3 mm and nuts & bolts complete:Stainless steel (grade 304) wire gauze of 0.5 mm dia wire and 1.4 mm aperture on both sides	193	M2			
51	Short Text : T-iron frames for door/window/ventilator Long Text : Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer: Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	38	KG			



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52	Short Text : Pressed steel door frames Long Text : Providing and fixing pressed steel door frames conforming to IS: 4351, manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm thick with mortar guards, lock strike-plate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by Engineer-in-charge: [Profile C] Fixing with adjustable lugs with split end tail to each jamb	228	M			
53	Short Text : Steel work in built section Long Text : Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete: Hot finished welded type tubes	11826	KG			
54	Short Text : M.S. fan clamp Long Text : Providing and fixing M.S. fan clamp type I or II of 16 mm dia M.S. bar, bent to shape with hooked ends in R.C.C. slabs or beams during laying, including painting the exposed portion of loop, all as per standard design complete.	25	EA			



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55	Short Text : MS sheet box for ceiling fan clamp Long Text : Providing and fixing circular/ Hexagonal cast iron or M.S. sheet box for ceiling fan clamp, of internal dia 140 mm, 73 mm height, top lid of 1.5 mm thick M.S. sheet with its top surface hacked for proper bonding, top lid shall be screwed into the cast iron/ M.S. sheet box by means of 3.3 mm dia round headed screws, one lock at the corners. Clamp shall be made of 12 mm dia M.S. bar bent to shape as per standard drawing.	25	EA			
56	Short Text : Steel work built up sections in grating Long Text : Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required :In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	1166	KG			
57	Short Text : SS railing Long Text : Providing and fixing factory made stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	2150	KG			



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58	Short Text : Providing & fixing glass panes Long Text : Providing & fixing glass panes with putty and glazing clips in uPVC doors, windows, clerestory windows, all complete with : 4.0 mm thick glass panes	174	M2			
59	Short Text : 52 mm thick hardened concrete flooring Long Text : 52 mm thick cement concrete flooring with concrete hardener topping(> ,<)> under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	219	M2			
60	Short Text : Vitrified tiles flooring: 600 x 600mm Long Text : Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Glazed Vitrified tiles	935	M2			



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	Matt/Antiskid finish of size : Size of Tile 600 x 600 mm					
61	Short Text : Double charge vitrified tile flooring:12 Long Text : Providing and laying double charge vitrified floor tiles of size 600x600 mm (DGVF) (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete. Double charge vitrified tile polished finish of size	1425	M2			
62	Short Text : Granite flooring Long Text : Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge: Polished Granite stone slab colour of Black, Cherry/Ruby Red or equivalent	100	M2			



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63	Short Text : Phenol bonded bamboowood flooring Long Text : Providing & fixing in position Phenol bonded Bamboowood flooring with planks of sizes 14mm thick, minimum 1800mm length and minimum 100 mm wide, in approved colour, texture and finish, having Performance Appraisal Certificate (PAC) issued by Building Materials & Technology Promotion Council (BMTPC). The flooring shall be fixed with tongue and groove interlocking system, with underlayment of 4mm thick expanded polyethylene foam sheets having density 40kg/cum, over prepared surface with necessary quarter round planks of size 1900mm x 18mm and door reducer of size 1900mm x 44mm, wherever required. The bamboowood planks shall have minimum density of 1000 Kg/cum & minimum Hardness 1000 Kgf. with Eco friendly UV coating, all complete as per direction of the Engineer in-charge.:	335	M2			
64	Short Text : Second class deodar wood flooring Long Text : 25 mm wooden planking, tongued and grooved in flooring, including fixing with iron screws complete with :Second class deodar wood	140	M2			
65	Short Text : UPVC rainwater pipes Long Text : Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes: 110 mm diameter	129	M			
66	Short Text : uPVC Coupler 110 mm Long Text : Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion: Coupler	45	EA			



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	110mm					
67	Short Text : Door Bend 87.5° Long Text : Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion: Door Bend 87.5° 110 mm	30	EA			
68	Short Text : 110 mm Shoe (plain) Long Text : Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion:110 mm Shoe	15	EA			
69	Short Text : Water thinnable cement primer Long Text : Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : Water thinnable cement primer	9555	M2			
70	Short Text : Unplasticised -PVC clips 110 mm Long Text : Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete:110 mm	180	EA			



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71	Short Text : Aluminium alloy roofing sheets Long Text : Providing & fixing at all heights, levels and locations colour finish Aluminium alloy roofing sheets of alloy IS designation 31500, temper Hx8 conforming to IS 737 and dimensions as per IS code 2676 with characteristics of good formability and corrosion resistance. The profile sheets shall be fixed to truss members in slope or required pitch or curvature with Hex cap headed self drilling/tapping Stainless steel screws M6, 50 mm long with 3 mm EPDM seal washer etc. all inclusive of labour, scaffolding, T<(>&<)>P and sundries etc. complete as per directions of the Engineer-In-Charge. (Cost of truss/frame work shall be paid separately). 0.56 mm, Aluminium Color coated troughed profile with center to center pitch of 200 mm, depth of 32 mm, overall profile width 1092 mm, cover width 1000mm.	681	M2			
72	Short Text : 12 mm cement plaster (1:6) Long Text : 12 mm cement plaster of mix : 1:6 (1 cement: 6 fine sand)	2380	M2			
73	Short Text : 15 mm cement plaster (1:6) Long Text : 15 mm cement plaster on the rough side of single or half brick wall of mix : 1:6 (1 cement: 6 fine sand)	2055	M2			
74	Short Text : 6 mm cement plaster (1:3) Long Text : 6 mm cement plaster of mix : 1:3 (1 cement : 3 fine sand)	5120	M2			



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75	Short Text : Ready mixed pink or Grey primer Long Text : Applying priming coat: With ready mixed pink or Grey primer of approved brand and manufacture on wood work (hard and soft wood)	100	M2				
76	Short Text : Painting with synthetic enamel paint Long Text : Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	160	M2				
77	Short Text : White cement based putty Long Text : Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	9555	M2				
78	Short Text : Wall painting: acrylic emulsion paint Long Text : Wall painting with acrylic emulsion paint, having VOC (Volatile Organic Compound) content less than 50 grams/ litre, of approved brand and manufacture, including applying additional coats wherever required, to achieve even shade and colour.: Two coats	4197	M2				



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79	Short Text : 15mm thk False ceiling-calcium silicate Long Text : Providing and fixing false ceiling at all heights with integral densified calcium silicate reinforced with fibre and natural filler false ceiling tiles of Size 595x595 mm of approved texture, design and patterns having NRC (Noise Reduction coefficient) of 0.50 (minimum) as per IS 8225:1987, Light reflectance of 85% (minimum). Non combustible as per BS:476 (part-4), fire performance as per BS:476 (part 6 <(>&<)>7), humidity resistance of 100%, thermal conductivity < 0.043 W/m K as per ASTM 518:1991, in true horizontal level suspended on interlocking metal powder coated T-Grid of hot dipped galvanised iron section of 0.40 mm thick on Silhouette profile, rotary stitched double webbed white with 6mm reveal profile (white/black), comprising of main-T runners of size 15x42mm of length 3000 mm, cross - T of size 15x42 mm of length 1200 mm and secondary intermediate cross- T of size 15x42 mm of length 600mm to form grid module of size 600 x 600 mm, suspended from ceiling using galvanised mild steel items (galvanizing @ 80 grams per sqm) i.e. 50 mm long, 8 mm outer diameter M-6 dash fasteners, 6 mm dia fully threaded hanger rod upto 1000 mm length and L-shape level adjuster of size 85x25x2mm. Galvanised iron perimeter wall angle of size 22x19x0.40 mm of length 3000 mm to be fixed on periphery wall / partition with the help of plastic rawl plugs at 450 mm center to center and 40mm long dry wall S.S screws. The work shall be carried out as per specifications, drawing and as per directions of the Engineer-in-Charge.: With 15 mm thick integral densified micro edge light weight calcium silicate false ceiling tiles	1800	M2			
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80	Short Text : Subgrade preparation Long Text : Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the subgrade and disposal of surplus earthwith lead upto 50 metres.	300	M2			
81	Short Text : 60mm thick paver block Long Text : Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block makingmachine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	300	M2			
82	Short Text : kerb stone of M-25 grade cement concrete Long Text : Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarsesand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	4	M3			



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83	Short Text : Eater closet pan (European type) Long Text : Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid	18	EA				
84	Short Text : White Vitreous China Flat back wash basi Long Text : Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: White Vitreous China Flat back wash basin size 550x 400 mm with single 15 mm C.P. brass pillar tap	18	EA				
85	Short Text : White vitreous china pedestal for wash b Long Text : Providing and fixing white vitreous china pedestal for wash basin completely recessed at the back for the reception of pipes and fittings	18	EA				



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86	Short Text : Providing and fixing PTMT shelf Long Text : Providing and fixing PTMT shelf 440 mm long, 124 mm width and 36 mm height of approved quality and colour, weighing not less than 300 gms.	18	EA			
87	Short Text : Stainless Steel kitchen sink Long Text : Providing and fixing factory made Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required : Kitchen sink with drain board 510x1040 mm bowl depth 250 mm	2	EA			
88	Short Text : P.V.C. flexible waste pipe Long Text : Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.Flexible pipe: 32mm dia	18	EA			
89	Short Text : Providing and fixing mirror Long Text : Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Circular shape 450 mm dia	18	EA			



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90	Short Text : CPVC pipes exposed to wall: 20mm Long Text : Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall: 20 mm nominal outer dia Pipes	52	M			
91	Short Text : CPVC pipes exposed to wall: 25 mm Long Text : Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall: 25 mm nominal outer dia Pipes	52	M			
92	Short Text : CPVC pipes exposed to wall: 40 mm Long Text : Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall: 40 mm nominal outer dia Pipes	42	M			



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93	Short Text : Concealed CPVC pipes: 15mm Long Text : Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.: 15 mm nominal dia Pipes	70	M			
94	Short Text : Concealed CPVC pipes: 20 mm Long Text : Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.: 20 mm nominal dia Pipes	70	M			
95	Short Text : CPVC pipes exposed to wall: 50 mm Long Text : Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge: 50 mm nominal outer dia Pipes	75	M			



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96	Short Text : G.I. connection with main and distributi Long Text : Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete : 50 to 80 mm nominal bore	1	EA			
97	Short Text : Gun metal gate valve: 20mm NB Long Text : Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 20 mm nominal bore	5	EA			
98	Short Text : Gun metal gate valve: 40mm NB Long Text : Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 40 mm nominal bore	2	EA			
99	Short Text : Gun metal gate valve: 50mm NB Long Text : Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 50 mm nominal bore	1	EA			



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100	Short Text : Ball valve (brass): 20 mm NB Long Text : Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete : 20 mm nominal bore	15	EA			
101	Short Text : G.I. Union: 40mm NB Long Text : Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work) : 40 mm nominal bore	10	EA			
102	Short Text : Uplasticised PVC connection pipe Long Text : Providing and fixing uplasticised PVC connection pipe with brass unions : 45 cm length and 15 mm nominal bore	38	EA			
103	Short Text : Sand filling around GI pipe Long Text : Providing and filling sand of grading zone V or coarser grade, allround the G.I. pipes in external work : 50 mm diameter pipe	50	M			



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104	Short Text : G.I. Union: 20mm NB Long Text : Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work) : 20 mm nominal bore	20	EA			
105	Short Text : G.I. Union: 50mm NB Long Text : Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work) : 50 mm nominal bore	10	EA			
106	Short Text : Water storage tank Long Text : Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	3000	L			
107	Short Text : C.P. brass bib cock : 15mm NB Long Text : Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 :15 mm nominal bore	11	EA			



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108	Short Text : C.P. brass bib cock long body : 15mm NB Long Text : Providing and fixing C.P. brass long nose bib cock of approved quality conforming to IS standards and weighing not less than 810 gms:15 mm nominal bore	2	EA			
109	Short Text : C.P. brass stop cock (concealed): 15mm N Long Text : Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931.	22	EA			
110	Short Text : SW gully trap: 100 x 100 mm Long Text : Providing and fixing square-mouth S.W. gully trap class SP-1 complete with C.I. grating brick masonry chamber with water tight C.I. cover with frame of 300 x300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design: 100x100 mm size P type With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	1	EA			



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111	Short Text : NP2 class RCC pipes 150mm dia Long Text : Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete : 150 mm dia. R.C.C. pipe	100	M				
112	Short Text : Brick masonry manhole Long Text : Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand (Zone-III) : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design : Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	8	EA				



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113	Short Text : Extra depth for brick masonry manholes Long Text : Extra for depth for manholes : Size 90x80 cm With common burnt clay F.P.S. (non modular) bricks of class designation 7.5:Size 90x80 cm	2	M			
114	Short Text : Waterproofing: Polyurethane Long Text : Supplying and applying high build elastomeric waterproofing coating based on pure, hydrophobic polyurethane/poly urea, cold applied of spray/brush applied membrane of approved make with an elongation of 550% and tensile strength of 2.5 N/mm ² as per ASTM D 2370, crack bridging ability of 3 mm as per ASTM C1305, no leakage upto 7 bar of water pressure as per DIN 1048, shore A Hardness of min. 45 as per ASTM D 2240. The system includes final base preparation, epoxy primer application and applying smartcare PU magnum or approved equivalent in two coats with a consumption of 1 kg per sqm on a primed surface with smartcare primer etc., complete as per manufacturers specification	530	M2			
115	Short Text : Waterproofing: Polymer modified cementat Long Text : Providing & Applying polymer modified, flexible cementitious negative side waterproofing coating with elastic waterproofing polymers on interior wall plaster surface in three coats @14.35 kg /10 sqm. one coat of self priming of cementitious waterproofing polymer(dilution with water in the ratio of 1:1) and two coats of cementitious waterproofing polymer (dilution with water in the ratio of 3:1) after scrapping and properly cleaning the surface to remove pre-existing paint film & loose particles till plaster is visible, complete	130	M2			



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	in all respect as per the direction of Engineer-in-Charge.					
116	Short Text : WPC flush door: 35 mm thick Long Text : Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid decorative type flush door shutter of required size comprising of virgin polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm2, modulus of elasticity 850 N/mm2 and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant. WPC to be laminated with PVC foil of minimum 14 microns thick of approved design pasted with hot melt adhesive on both faces of shutter and fixing with stainless steel butt hinges of required size with necessary full body threaded star headed counter sunk S.S screws, all as per direction of Engineer-In- Charge. (Note: stainless steel butt hinges and necessary S.S screws shall be paid separately):35 mm thick	5	M2			



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117	Short Text : WPC door window frames: 45 x 70 mm Long Text : Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid door/window/Ceostory windows & other Frames/Chowkhat comprising of virgin PVC polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) fabricated with miter joints after applying PVC solvent cement and screwed with full body threaded star headed SS screws having minimum frame density of 750 kg/cum, screw withdrawal strength of 2200 N (Face) & 1100 N (Edge), minimum compressive strength of 58 N/mm², modulus of elasticity 900 N/mm² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixed in position with M.S hold fast/lugs/SS dash fasteners of required dia and length complete as per direction of Engineer-In- Charge. (M.S hold fast/lugs or SS dash fasteners shall be paid for separately). Note: For WPC solid door/window frames, minus 5mm tolerance in dimensions i.e. depth and width of profile shall be acceptable. Variation in profile dimensions on plus side shall be acceptable but no extra payment on this account shall be made::Frame size 45 x 70 mm	90	M			
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118	Short Text : WPC door window frames:65 x 100 mm Long Text : Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid door/window/Ceostory windows & other Frames/Chowkhat comprising of virgin PVC polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) fabricated with miter joints after applying PVC solvent cement and screwed with full body threaded star headed SS screws having minimum frame density of 750 kg/cum, screw withdrawal strength of 2200 N (Face) & 1100 N (Edge), minimum compressive strength of 58 N/mm², modulus of elasticity 900 N/mm² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixed in position with M.S hold fast/lugs/SS dash fasteners of required dia and length complete as per direction of Engineer-In- Charge. (M.S hold fast/lugs or SS dash fasteners shall be paid for separately). Note: For WPC solid door/window frames, minus 5mm tolerance in dimensions i.e. depth and width of profile shall be acceptable. Variation in profile dimensions on plus side shall be acceptable but no extra payment on this account shall be made::Frame size 65 x 100 mm	13	M			
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119	Short Text : WPC flush door: 30mm thick Long Text : Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid decorative type flush door shutter of required size comprising of virgin polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm², modulus of elasticity 850 N/mm² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant. WPC to be laminated with PVC foil of minimum 14 microns thick of approved design pasted with hot melt adhesive on both faces of shutter and fixing with stainless steel butt hinges of required size with necessary full body threaded star headed counter sunk S.S screws, all as per direction of Engineer-In- Charge. (Note: stainless steel butt hinges and necessary S.S screws shall be paid separately):30 mm thick	28	M2			
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120	Short Text : Waterproofing - Brushbond or equivalent Long Text : Providing and laying water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: (a) Providing and laying 6 mm thick(1 cement :3 sand) cement plaster including water proofing compound (1 kg per 50 kg of cement) as per direction of Engineer-in-charge. (b) Providing and applying two coats of Brushbond RFX/HS Latex Shield 2K or equivalent of acrylic polymer modified cementations water proof coating, Brushbond RFX shall contain a liquid polymer component and a cementations powder component, which shall be mixed as per manufacturer's instructions and applied over concrete surface strictly maintaining the coverage specified by manufacturer. The applied materials of Brushbond RFX should have a weight not less than 1 gm when tested abrasian resistance according to ASTM-D4060. pull off adhesion of greater than 1 N/mm2 as per ASTM-D4541 and static crack accommodation of 1 mm according to ASTM-C836. Strictly following instructions as per Fosroc specifications and as per direction of Engineer-in-charge. (c) Providing and laying 40 mm thick grading of cement concrete (1cement:2 sand :4 stone aggregate) (10 mm & down stone aggregate) including water proofing compound(1 kg per 50 kg of cement) & finish the top surface with laying glass fibre cloth of approved quality in top smooth with making pattern of groove 300x300 mm as per direction of Engineer-in-charge.	2091	M2			
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121	Short Text : S.W.R. pipe - 110mm dia. Long Text : Providing and fixing in position S.W.R. PVC pipe (working presure 6 kg/sqcm) conforming to IS: 13592 including jointing with Adhesive of approved make. The item is inclusive of the rate of rubber seal ring (working presure 6 kg/sqm) .The work shall be carried out as per manufaturer specification and as per direction of Engineer-incharge. (i) Single Socketed pipe:110 mm dia pipe	232	M			
122	Short Text : PVC door bend 87.5 degree Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working presure 6 kg/sqcm) conforming to IS: 13592, suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working presure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-incharge: Bend 87.5° with door 110mm diameter	12	EA			
123	Short Text : PVC bend 87.5 degree (without door) Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working presure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working presure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-incharge: Bend 87.5° without door 110mm diameter	12	EA			



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124	Short Text : PVC door tee - 110mm dia Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working presure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working presure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-incharge: 110 mm dia single Tee with door	12	EA			
125	Short Text : PVC tee - 110mm dia (without door) Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working presure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working presure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-incharge: 110 mm dia single Tee without door	18	EA			
126	Short Text : PVC coupler 110 mm dia. Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working presure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working presure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-incharge.: Coupler 110 mm	36	EA			



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127	Short Text : PVC Pipe Clamp with rubber seal - 110 mm Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working pressure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working pressure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-in-charge.:Pipe Clamp with rubber seal for 110 mm dia pipe	108	EA			
128	Short Text : Terminal guard / Vent Cowel 110 mm dia Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working pressure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working pressure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-in-charge.: Terminal guard / Vent Cowel 110 mm diameter	15	EA			
129	Short Text : PVC floor trap 110 x 90mm Long Text : Providing and fixing in position PVC moulded fittings/ accessories for SWR PVC pipe (working pressure 6 kg/sqcm) conforming to IS: 13592 , suitable for use in sanitary system including jointing with Adhesive and rubber seal ring of approved make.The item is inclusive of the rate of rubber seal ring (working pressure 6 kg/sqcm) .The work shall be carried out as per manufacturer specification and as per direction of Engineer-in-charge: Floor -Trap 110 x 90 mm	18	EA			



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130	Short Text : C.P Overhead shower 15mm inlet Long Text : Providing and fixing C.PJaquar Overhead Shower 200x200mm square single flow chrome with arm as per direction of engineer in charge - 15 mm inlet	12	EA			
131	Short Text : CP brass two way bib cock Long Text : Providing and fixing CP brass two way bib cock of Jaguar make continental series or equivalent approved quality :	11	EA			
132	Short Text : Towel rail 600mm long Long Text : Providing and fixing single towel rail 600 mm long of Jaguar make Cat No. ACN-CHR-1111SM complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour or equivalent range as approved by engineer in charge.	18	EA			
133	Short Text : SS curtain rods:25 mm dia Long Text : Providing and fixing Stainless steel curtain rods (SS202) (Weight 350 gm/m) with two nos Stainless Steel brackets 25mm dia (Medium) i/c SS support fixed with stainless steel screws and PVC sleeves etc., wherever necessary complete : 25 mm dia	144	M			



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134	Short Text : C.P brass Health Faucet Long Text : Providing and fixing C.P brass Health Faucet of standard designed of Jaquar make as per direction of engineer-in-charge: 15 mm inlet	11	EA			
135	Short Text : Internal electric installations Long Text : Internal electric installations with light (LED ceiling light/ bracket lights, decorative lights) and fan fixtures (wall hanging, exhaust fan) as per drawing or as directed by EIC	1	LSM			
136	Short Text : Power wiring and plug Long Text : Power wiring and plug including MS boxes, conduits, modular switch , sockets as per as per drawing or as directed by EIC	1	LSM			
137	Short Text : Lightning conductors Long Text : Lightning conductors as per drawing or as directed by EIC	1	LSM			



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138	Short Text : Telephone conduits Long Text : Telephone conduits and connections as per drawing or as directed by EIC	1	LSM			
139	Short Text : Acoustic treatment- pinewood slats Long Text : Supply & installation of Anutone Salon Slats Surco or equivalent made of pinewood E1 grade fiberboard, melamine laminated finish, groove perforated slats L16-2 - (2mm Slats @16mm pitch) / L32-2 - (2mm grooves @ 32mm centers), backlined with Soundtexblack acoustical fleece, tongue-groove edge for a seamless look, 1-test fire retardant grade, size 128x2440x16mm, volume density of base board 700Kg/m ³ , weight 8Kgs/m ² (L16), 10.5Kgs/m ² (L32) installed by using Anutone Strut framework system. Anutone Strut framework system includes Anutone Strut CC22 aluminium core cross channel having thickness 0.55mm, length 3600mm, knurled web 40mm, depth 22mm and equal flanges 15mm is fastened to wall or framework behind vertically/horizontally at every 600mm c/c. Anutone Strut CC18 aluminium core cross channel, thickness 0.5mm, length 2400mm, web 15mm & 27mm, depth 18mm and flanges of 7mm with suitable edge <(>&<)>centre brackets is then fixed perpendicular to the Strut CC22 Cross channel with the help of fasteners at every 400mm centers. Slats Surco of size 128x 2440x16mm in then fixed perpendicular to CC18 with suitable edge & centre brackets. Short edges of the panel are staggered. Contractor to provide	320	M2			



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expansion joints of 3mm at every 4.88m length wise and 4.992m width wise. Panels are backlined with Anutone SynthPF 5x25 held in position with dab spots of Anutone Stick S7. Technical Parameters • Fire (Class) – 1 & P (For FR grade) • Acoustics – NRC 0.77 (For E300* Mounting) • Thermal conductivity (W/mk) – na • Climate (°C, RH) – 50, 70 • Light reflectance (%) – 75 (Maple Arce) • Green (VOC, RC %) – Low, 25



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140	Short Text : Acoustic treatment- fabric wrapped pinew Long Text : Supply and Installation of Anutone Soak Cord, square edge, fabric wrapped pinewood fiber panel of size 600x2400x20mm, density 400 kgs/m³, weight 8kg/m² installed by using Anutone Strut framework system with non-visible fasteners using Anutone Strut H-Spline. The Anutone Strut framework systems includes Anutone Strut CC22 Cross Channel having thickness 0.55mm, length 3600mm, knurled web 40, depth 22mm and equal flanges 15mm is fastened to wall positioned horizontally in a regular manner at 600mm c/c. Anutone Strut H-Spline having sectional thickness 2mm and length 2400mm to be fixed perpendicular to the Strut CC22 Cross Channel at 600mm centers. The Kerfed edge fabric wrapped panels shall be then inserted into the Strut H-spline along their long edges of 2400mm against framework to perfect fit with staggered short edges. Note: Thickness is given for bare Panels, 4mm for cord fabric. (fabric colour as per choice) Optiona l: The system is backlined with the acoustical infill Anutone SynthPF 5x50 Technical Parameters • Fire (Class) – 1 & P • Acoustics – NRC 0.95 (For 25mm C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – colour dependant • Green (VOC, RC %) – Low, 30	365	M2			
141	Short Text : Stage crafting and lighting: 125W parlig Long Text : CE Certified 125W LEDParlight	4	EA			



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142	Short Text : Stage crafting and lighting: 95W parligh Long Text : CE Certified 95W LED PARCAN light	4	EA				
143	Short Text : Stage crafting and lighting: 195W spotli Long Text : CE Certified 195W LED Profile Spotlight	2	EA				
144	Short Text : Stage crafting and lighting: 400W blinde Long Text : CE Certified 400W LED BLINDER Light 3200K	4	EA				
145	Short Text : Stage crafting and lighting: 150W moving Long Text : CE Certified 400W LED BLINDER Light 3200K	1	LOT				
146	Short Text : Stage crafting and lighting: MS suspen Long Text : Customised MS Suspenders	15	EA				
147	Short Text : Stage crafting and lighting: Diecast alu Long Text : Diecast Aluminium C Clamp with safety chain.	12	EA				



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148	Short Text : Stage crafting and lighting: safety bond Long Text : Safety bond with lock clip	12	EA				
149	Short Text : Stage crafting and lighting: name plate Long Text : 79mm Round Identification name plate	12	EA				
150	Short Text : Stage crafting and lighting: MSC track Long Text : MSC-Track with black epoxy polyester powder coated	35	EA				
151	Short Text : Stage crafting and lighting: light bar Long Text : Fixed stage lightbar, length 6 Mtrs	2	EA				
152	Short Text : Stage crafting and lighting: FOH light b Long Text : Fixed FOH lightbar, length 10Mtrs	1	EA				
153	Short Text : Stage crafting and lighting: winglader Long Text : Winglader	2	EA				



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154	Short Text : Stage crafting and lighting: MS frame Long Text : MS, frame construction	4	EA				
155	Short Text : Stage crafting and lighting: IEC lightin Long Text : MS Fabricated 4way IEC Lighting Junction box	9	EA				
156	Short Text : Stage crafting and lighting: signal out Long Text : MS Fabricated 5pin DMX Signal OUT Junction box	4	EA				
157	Short Text : Stage crafting and lighting: signal in j Long Text : MS Fabricated 5pin DMX Signal IN Junction box	1	EA				
158	Short Text : Stage crafting and lighting: loop juncti Long Text : MS Fabricated 5pin DMX Signa Loop Junction box	1	EA				
159	Short Text : Stage crafting and lighting: lighting co Long Text : 1024 channel DMX Lighting Console	1	EA				



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160	Short Text : Stage crafting and lighting: FRLS cable Long Text : FRLS 3Core 1.5 SQMM Cable	500	M				
161	Short Text : Stage crafting and lighting: DMX splitte Long Text : DMX Splitter	1	EA				
162	Short Text : Stage crafting and lighting: 5 pin XLR c Long Text : 5Pin XLR Male & Female Connectors	10	EA				
163	Short Text : Stage crafting and lighting: termination Long Text : SITC of 5Pin XLR Termination Connectors for DMX	10	EA				
164	Short Text : Stage crafting and lighting: FRLS cable Long Text : FRLS 4Core 4SQMM Cable	15	M				
165	Short Text : Stage crafting and lighting: FRLS cable Long Text : FRLS 7Core 1.5 SQM Cable	15	M				



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166	Short Text : Stage crafting and lighting: signal cabl Long Text : DMX Signal Cable	250	M				
167	Short Text : Stage crafting and lighting: main curtai Long Text : Main Curtain (Velvet) - horizontal Open	1	EA				
168	Short Text : Stage crafting and lighting: rear curtai Long Text : Rear Curtain (Black) - Horizontal Open	1	EA				
169	Short Text : Stage crafting and lighting: wings Long Text : Fixed Wings	4	EA				
170	Short Text : Stage crafting and lighting: Frills Long Text : Frills	2	EA				
171	Short Text : Stage crafting and lighting: Scallop Long Text : Scallop	1	EA				



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172	Short Text : Stage crafting and lighting: overhead gr Long Text : Fabrication of Overhead Grid on Stage	1	LOT					
Total in Figures								



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