



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)



Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)
ADMINISTRATIVE BUILDING, PO: LEPETKATA
DISTT.: DIBURGARH, ASSAM
PIN CODE: 786006
PHONE NO. 0373 2914636

TENDER NO: BCPL/C&P/LE16W113MK/00062

TENDER DOCUMENT

FOR

**“EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT
LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED
WORKS AT BCPL PLANT”**

Tender Submission Date & Time	:	13.06.2016 at 14:30 Hrs
Tender Opening Date & Time	:	13.06.2016 at 15:00 Hrs
Tender Fee		Not Applicable
EMD Amount	:	Rs. 1,70,000/-

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR “EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT”



IMPORTANT INSTRUCTIONS

PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. BCPL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

PRIOR TO DETAILED EVALUATION, PURSUANT TO "BID EVALUATION AND REJECTION CRITERIA", BCPL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS' OR 'RESERVATIONS / EXCEPTIONS'. BCPL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'BRAHMAPUTRA CRACKER AND POLYMER LIMITED'. HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING AND NO CHANGE IN THE 'PRICE(S)' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.

BIDDERS ARE REQUESTED TO NOT TO TAKE ANY 'DEVIATION/EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.



TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR “EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT”

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) No, there is no exemption in submission of EMD as PPP Policy is not applicable for works. (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.



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SECTION - I

INVITATION FOR BIDS [IFB]



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt.28.05.2016

PROSPECTIVE BIDDERS

**SUB: "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE
ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract shall be valid for a period of THREE MONTHS, which is to be reckoned from 7 th day from the date of issue of LOI / LOA.
II	Tender Fee		Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs.1,70,000/-
IV	BID DUE DATE & TIME	:	13.06.2016 upto 1430Hrs
V	OPENING OF UNPRICED BID	:	13.06.2016 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	13.09.2016
VII	VENUE FOR OPENING OF UNPRICED BIDS		Brahmaputra Cracker and Polymer Limited(A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two BidSystem Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in ; http://www.bcplonline.co.in ; Govt Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE		06.06.2016 at 11.30 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

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- 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 depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
i) Demand Draft towards Tender fee (if applicable)
ii) EMD/Bid Security (if applicable)
iii) Power of Attorney
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document alongwith its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 8.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.



11.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.

12.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 06.06.2016 at 11.30A.M.** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibargarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Ch. Manager (C&P) / Sr. Officer (C&P) Phone No. 0265 2914635 ; Email ID: skmishra@gail.co.in; mkbinjola@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Manish Kumar Binjola]
Sr. Officer [C&P]
Ph: +91-0373-2914635; +91-9854012461
E-mail: mkbinjola@bcplindia.co.in;



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1. BEC- Technical: (as a single bidder)

- 1.1.1 Bidder must have executed at least one (01) single contract of 'similar nature' having value not less than Rs.42.7 Lakhs (Rupees Forty Two Lakhs Seventy Thousand Only) (Excluding Service Tax) in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

Definition of '**similar nature**': Civil construction works of building, roads and other related works.

1.2 BEC- Financial: (as a single bidder)

- 1.2.1 **TURN OVER:** The **annual turnover** of the bidder must have **minimum value** of **Rs. 42.7 Lacs** in any of the three (03) previous audited financial years ending on 31st March'2016. i.e. **FY: 2015-2016, 2014-2015 & 2013-2014**. In case the audited financial report of 2015-16 is not available, the bidder has an option to submit the audited financial reports for FY 2012-13, 2013-14 & 2014-15.

- 1.2.2 **NET WORTH:** Net Worth of the bidder should be **positive** as per the **last audited financial statement**.

- 1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs. 8.4 Lacs** as per the **last audited financial statement for the year**.

Note:

- i) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-16** of tender document, having net worth not less than **Rs. 100 Crores**, confirming the availability of the line of credit at least for the working capital requirement as stated above.
- iii) For relax norms in financial years ending on 31st March'2016, please refer Clause No. 1.3 (with table given below).

- 1.3 **Documents/Documentary Evidence required** to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 1.1 & 1.2:**



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/attested]
	1.1	Technical Experience Criteria – Document [All documents to be submitted must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]	
1.	1.1.1	Experience against Completion/ Execution of order/ contract	Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed value of work order, etc along with the unpriced bid.
	1.2	Financial Experience Criteria- Document [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 submitted must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
2.	1.2.1	Annual Turn-over	Bidder(s) must submit copy of audited Balance sheet and Profit & Loss account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014 In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate three (3) preceding financial years, i.e. FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.
3.	1.2.2	Net worth	Bidder(s) must submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2015-16 . In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			Account Statement] of immediate preceding financial year, i.eFY: 2014-2015 along with un-price bid.
4.	1.2.3	Working capital	Bidder(s) must submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2015-16. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.eFY: 2014-2015 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as perFormat, F-16 of tender document) from the Bidder's bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.
5.	1.2	Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only .

Note to aboveBidder's Eligibility Criteria (point no. 1.0):

- a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above till one day prior to the un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.
- b) A Job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed 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 to meet BEC.
- c) However, Bids of Joint Venture/ Consortium and sub-contractors are not



acceptable.

d) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.

2.0 BIDS EVALUATION METHODOLOGY:

2.1 Evaluation of bid would be based on lowest quoted basis on overall basis. Since it is a Work Contract, hence Public Procurement Policy for MSEs would not be applicable in this tender.

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.

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SECTION-III

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



SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III



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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer/ Owner/ BCPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/BCPL.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bidding 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 Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' 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 GAIL/BCPL 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. Further, neither bidder 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 GAIL/BCPL 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 BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL 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 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 in case the bidder is under any liquidation, court receivership or similar proceedings 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 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 Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply 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 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**

- 2.8 No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS)]- NOT APPLICABLE FOR THIS TENDER

4 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. 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.

- 4.2 Alternative Bids shall not be considered.



5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE- NOT APPLICABLE FOR THIS TENDER

6 SITE VISIT-NOT APPLICABLE

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price 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 : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : Schedule of Rates

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

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 BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax 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 bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] / communicated to prospective bidders by e-mail/ fax.
- 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', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by the Bidder and BCPL shall be written in English language alone.

11. DOCUMENTS COMPRISING THE BID



11.1 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 contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR : Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

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

12 SCHEDULE OF RATES / 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 and exclusive of freight/transportation charges.
- 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, "GCC", "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 Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 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.

13 SERVICE TAX

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/Contractor
 - (b) Name & Address of the Person/Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) Service Tax Amount, if any.

Payments to Service Provider for claiming Service Tax 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 Service Tax collected from Owner.

- 13.3 In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.



13.4 In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The Bidder shall submit Service Tax Registration Certificate along with their Bid. The following may also be noted:-

- a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.
- b) The base date for the purpose of applying statutory variation shall be the bid closing date.

13.5 **SERVICE TAX IN CASE OF WORKS CONTRACT**

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

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

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

13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.



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

13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-

13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.

13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:

13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.

13.7.2 The bids will be evaluated based on total price including applicable service tax.

13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by GAIL directly as per service tax act. However in SOR, entire applicable rate/amount of service tax to be indicated by bidder.

13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable GAIL to avail CENVAT credit.

If CENVAT credit with respect to service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax together with all penalties and interest if any, against any amounts paid or payable by BCPL to Contractor.



13.10 Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit 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.

13.10 Tax Deducted at Source [TDS]

- i) BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
- ii) BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

13.11 Income Tax

'Income Tax' deductions shall be made from all payments to the bidder as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, bidder shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids 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 Bidders 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 fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY- :Rs.1,70,000/-



- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**'[in favor of Brahmputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' or '**Letter of Credit**' **as per the format given in Form -4/4A of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. 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. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.



16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (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 the "Notification of Award" / "Fax of Intent [FOI]/ 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.

16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

~~16.9 MSEs(Micro & Small Enterprises) are exempted from submission of EMD/Bid Security in accordance with the provisions of PPP 2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.~~

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 address 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.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. 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 Addendum / 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 or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids 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 deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer 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.
- 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 Security
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Delivery Schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule



- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) 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 and conditions of Tender document.

20 E-PAYMENT

BCPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

ID] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 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/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23 LATE BIDS

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



23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The bid bond of such bidders shall be returned along with the un-opened bid.

23.3 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 BIDS

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

24.1.1 FOR 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 dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder’s forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

24.5 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 paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.



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

BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 **BID OPENING**

26.1 ***Unpriced 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 bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a 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 be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

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 persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28 CONTACTING THE EMPLOYER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner'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';
 - (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 and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions 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.
- 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 documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations 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.

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS



Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvatcredit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT

36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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 / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT



- 37.1 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.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' 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' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to 10% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet(BDS).

- 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 bid security.



- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit 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 security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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 Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/www.bcplonline.com)
- 39.3 **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 and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmputra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmputra Cracker and Polymer Ltd, such decision of Brahmputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant 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 (NOT APPLICABLE)



40.1 Following provision has been incorporated in tender for MSEs, 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 Micro and Small Enterprises (MSEs)

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

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

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

40.2 The MSEs owned by SC/ST entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UdyogAadhaar Memorandum.



- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the 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.

- 40.4 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 registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises 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.

41 AHR ITEMS

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

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

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

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

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

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 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

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 procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

44. **SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 **DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**



- 45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.



- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

ORIGINAL Bills/Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on “top left corner of the envelope” with “address” as under:

- (a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

Invoice Value: Rs. Indenting Dept.
Job/Supply of

- (b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.	HOD (C&P) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS



Tender document will be sold on receipt of application. No tender document will, however, be sold / issued to the bidders who are on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

49 SUBLETTING & ASSIGNMENT

- 49.1 The contractor shall not, save 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. In addition to above, clause no. 37.0 of GCC also to be referred.

50 Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor

- 50.1 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 performance evaluation of such vendor/ contractor.
51. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
52. 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-I

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 a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

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

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

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

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

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

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



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

“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.

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

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

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

Further, such agency shall be banned for future business with 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, during execution of contract, 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.

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

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



to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:



- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 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:

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

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

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

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

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



F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of '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 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 in Projects and in O&M 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.

2.0 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. 7 Lakhs and above is recommended to be drawn up. 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:

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.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 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 need to 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

- 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:

Where Performance rating is “POOR”:



Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 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 need to be initiated by Site C&P:



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”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.



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. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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

- 5.1 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.

6.0 **EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 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.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.



- 6.3.2 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.
- 6.3.3 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. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 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.

- 8.0 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.

9. 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 Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

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 paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on **'holiday' for a period of six months** after following the due procedure.

11. In case Service Tax department brings to the notice of BCPL that a Party has not paid to the credit of the Government the Service Tax collected from BCPL, then party will be put on holiday for a period of six months after following the due procedure.

.....



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PERFORMANCE RATING DATA SHEET
(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

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

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, 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	
i)	Submission of order acceptance, 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



ANNEXURE-IV

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 : TENDER NO.: BCPL/C&P/LE16W113MK/00062				
1.1	The Employer/Owner is: M/s Brahmputra Cracker & Polymer Limited				
2.1	Name of the Contract: EXECUTION OF EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. M K BINJOLA, SR. OFFICER (C&P) / SH. S K MISHRA, CH.MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mkbinjola@bcplindia.co.in; skmishra@gail.co.in				
C. PREPARATION OF BIDS					
ITB clause	Description				

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"



11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
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.
22	The Tender No. of this bidding process is: BCPL/C&P/LE16W113MK/00062
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. M K BINJOLA, SR. OFFICER (C&P) / SH. S K MISHRA, CH. MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: mkbinjola@bcplindia.co.in; skmishra@gail.co.in
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India



Enterprise), C&P Department, Administrative Building, PO: Lepetkata,
Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373
2914636.Email id: mkbinjola@bcplindia.co.in; skmishra@gail.co.in

Date: 13.06.2016

Time: 15:00 Hrs.

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☒ YES				

F. AWARD OF CONTRACT

ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security/ Security Deposit <table><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO
APPLICABLE	☒ YES				
NOT APPLICABLE	☒ NO				



40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table> Whether tendered item is non-split able or not-divisible : <table border="1"><tr><td>YES</td><td>☐ YES</td></tr><tr><td>NO</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES	YES	☐ YES	NO	☐ NO
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								
YES	☐ YES								
NO	☐ NO								
41	Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO				
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES				
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								



FORMS & FORMAT



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**
TENDER NO.: BCPL/C&P/LE16W113MK/00062

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____

**TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"**



	[Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-2
BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____” including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of
Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly
acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in
conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of
"Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by
any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as
specified in Section-II of tender document.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including
addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement
between us.

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

**TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"**



F-3
LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. EMD / Bid Bond
7. Power of Attorney
8. Duly certified document from chartered engineer and or chartered accountant.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMINISTRATIVE BUILDING” LEPETKATA,
NH-37, P.O. LEPETKATA, DIBRUGARH,
ASSAM, PIN – 786 006

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head
Office at----- (hereinafter called the Bidder) wish to participate
in the said tender for-----

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----201----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



**INSTRUCTIONS FOR FURNISHING "BID SECURITY / 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. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
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 Employer at its address as mentioned at "ITB".
5. Bidders 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.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

.....



LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[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: 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 "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"



F-6
"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

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

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



F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon 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, we confirm that neither we nor our 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.

We also confirm that we 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, we also confirm 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 us.

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



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents,
award is given to us for the tender for “
_____”, the following Certificate
shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the 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 Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer 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."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"**



F-9

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide PO /FOA/LOI No. _____ dated _____ for M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: Diburgarh, Assam.

The Contract conditions provide that the 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, undertaking full responsibility to indemnify M/s Brahmputra Cracker and Polymer Limited, in case of default.

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

1. We _____ hereby undertake 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 or in payment of any money payable to M/s Brahmputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may 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 contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ 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 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 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 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. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. 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. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.



7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the 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 Contractor to be in default under the 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.
8. 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.

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. 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.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. 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.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer 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.

.....



F-10
AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess	ST:% EDU. CESS:% SWATCH BHARAT CESS:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the 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.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm the noneof Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11
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 concerned executive in BCPL issued the tender, by filling up the Format)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding 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	:

**TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"**



F-12
UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-13
BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

Sl. No	Descripti on of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in- Charge (for cases other than purchase)	Postal & nos. of Name, address of	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment of Services	Scheduled Completion Time (Months)	Date of Actual Completi on	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-14
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	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (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	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		



7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
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DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs 1,70,000		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/UDYOG ADHAR(Exemption :NOT APPLICABLE)	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 as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Bidder experience of execution/completion of a single order/contract (Import/Export) (as stipulated in BEC,1.1.1)	Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed value of work order, etc along with the unpriced bid.	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
5i.	Financial Documents – Turn Over	Audited balance sheet and profit & loss account statement of any of the three (3) preceding Financial Year(s), i.eFY: 2015-2016, 2014-2015 & 2013-2014 meeting Turn over Financial Criteria as stipulated in BEC along with un-price bid. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet	YES	NO



		and Profit & Loss Account Statement] of immediate three (3) preceding financial years, i.e. FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.		
5ii.	Financial Documents – Net Worth & Working Capital	AUDITED Balance Sheet and Profit & Loss Statement of FY: 2015-2016 meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e. FY: 2014-2015 along with un-price bid.	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 5i, & 5ii above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO

Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.

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

Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped alongwith the "Un-priced bid (Part-I)". **Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA - LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"



THIS FORMAT TO BE FILLED BY THE BIDDER
TECHNICAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ, SECTION –II, CLAUSE NO. 1.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

- 1. All documents [to be submitted] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp.**
- 2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.**
- 3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B , C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]**

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc	
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR “EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
C	3RD Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
D	4th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing	

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

		Agency/Client/Owner/Company		
D2		Order No. & Date		
D3		Brief Details/Name (Nature) of Supply		
D4		Contract/Order Value		
D5		Period of Contract/ Order		
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"



THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- Format-15 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e FY: FY: 2015-2016, 2014-2015 & 2013-2014 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2015-2016 FY: 2014-2015 FY: 2013-2014	Yes / No Yes / No Yes / No	

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1.2.2 &1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-14) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2015-2016 . Name of Issuing Bank _____ Branch Code: _____ Location & Address: _____ Tel No. _____ Email ID: _____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant: _____ Membership No. of Chartered Accountant _____	Yes / No	

TENDER NO: BCPL/C&P/LE16W113MK/00062 FOR "EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT"



F-15
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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 RFQ/Tender no.
..... dated for
.....(Name of the supply/work/services/consultancy) and as
per the terms of the said RFQ/Tender 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. _____ (Total Working Capital Amount) to meet the inadequacy in
Working Capital.

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 :

Stamp



F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. This certificate is to be submitted on the letter head of Chartered Accountant.



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -
LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT
BCPL PLANT**

TENDER NO.: BCPL/C&P/LE16W113MK/00062

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

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



F-18

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/saving 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 Brahmaputra Cracker and Polymer Limited 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 Brahmaputra Cracker and Polymer Limited 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)



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF CONTRACTS
(GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

I/we have read the following Conditions of Contract which is available in the BCPL website.

I/ we further confirm that we have agreed to all the conditions as printed/available in the Documents in BCPL website in entirety and unconditionally.

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SECTION-V

SPECIAL CONDITION OF CONTRACT [SCC]

DESCRIPTION:

Name of Work: Balance civil works of SV stations of Lakuwa -Lepetkata Pipeline along with other related works at BCPL Plant

(Tender no.....)

1. General:

1.0 The special conditions of contract shall be read in conjunction with general conditions of contract where the provisions of these special conditions are at variance with the provisions of the General Conditions of the contract; the provision of these special conditions shall take precedence.

1.1 ORDER OF PRECEDENCE:

In case of ambiguity in Schedule of Rates, General Conditions of Contract, Specifications, Drawings the following order of precedence will prevail –

- i) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- ii) Architectural, Structural and Services drawings.
- iii) Price part (with brief specifications)
- iv) Specifications/Special notes regarding specifications/drawings in conjunction with each other however incase of any variations of size/thickness/dimensions of members between drawings/specifications etc. then drawings shall prevail over specifications.
- v) Special/additional conditions of contract.
- vi) General conditions of contract.

2. Location and Site Condition

The site of the proposed work is scattered at different locations of Lakwa - Lepetkatapipeline, BCPL plant and Duliajan - Lepetkata pipeline. The major scope of work will be executed at the following Sectional Valve stations of Lakwa - Lepetkata pipeline:

- i. SV-1 (Jokai)
- ii. SV-2(RangalaoBazar,Khowang)
- iii. SV-3 (Gaspuria,Tiloi)
- iv. SV-4(Dumordolong,Sepon).

The contractor shall deem to have inspected the site and thoroughly acquainted him with the site condition before submitting their tender. Non-familiarity with site condition will not be considered a reason either for extra claims or for not carrying out works in strict conformity with drawings and specifications.

3. Scope of Work

The scope of work involves 'Balance civil works of SV stations of Lakuwa -Lepetkata Pipeline along with other related works at BCPL Plant' as specified in drawings/technical specification and schedule of rates enclosed in commercial section of the bidding document. Further, it includes any other work not specifically mentioned but required to complete the work as per technical specifications, drawings and instructions of Engineer-In- Charge, which could be reasonably implied from the contents of the bidding document.



Scope of work shall be read in conjunction with item description of schedule of rates and contractor's scope shall include all activities though specifically not covered in description of item under "Schedule of Rates".

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

Quoted rate shall be inclusive of all required labour, materials, tools and tackles, consumables etc. and item rate offers shall be quoted taking into consideration that job shall be done as per specifications/drawings and with best workmanship.

4. Scope of Supply

All materials and labours required for completion of the work are to be supplied by the contractor unless mentioned otherwise.

5. Right of Employer to accept/reject any tender

The right to accept the tender rests with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender and reserves the authority to reject any or all tenders received without assigning any reason what so ever.

6. Employer's Obligations

The owner's obligations are limited to the following:

- a) Handing over the site
- b) Approval of fabrication drawings prepared by the contractor.
- c) Payment to the contractor for performance of the work under the contract as per terms and conditions specified therein.
- d) A piece of land for setting up temporary site office, godwon etc.

7. Construction Water and Power

CONTRACTORS have to arrange for themselves construction water and power for the completion of the job.

8. Information Required

The following details are also required to be submitted along with of offer (supporting documents/certificates shall be required to be submitted with their request letters for short listing purpose).

The tenders as submitted will consist of the following:

- a) Complete set of Tender Documents (Original) as issued/sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document.
- b) Earnest money in the manner specified in clause 6 of GCC hereof.
- c) Power of attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by clause 14 of GCC hereof.
- d) Information regarding tenderers in the pro-forma enclosed.
- e) Organization chart giving details of field management at site, the tenderer for using in this work.
- f) A detail of construction plant and equipments available with the tenderer proposes to have for this job.
- g) Provident Fund Registration Certificate.
- h) List showing all enclosures to tender.

9. Deviation in tender documents



The tenderers are required to quote unit rates (as per SOR) inclusive of all royalties, taxes, duties and levies as applicable from time to time without any deviations to the terms and conditions in tender document. If due to unavoidable reasons, tenderer stipulates any deviations, these shall be loaded to the quoted rates for evaluation of tenders as per procedure laid down by BCPL. However, no deviations to the following clauses shall be acceptable and any offer containing deviations/exceptions to these shall be rejected

- a) Security Deposit
- b) Penalty/Compensation for delay
- c) Defect Liability period
- d) Schedule of rates
- e) Termination
- f) Time schedule

10. Schedule of Rates

The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Drawings and any other Document forming a part of this CONTRACT.

All items of work in the schedule of rates shall be carried out as per the specifications; drawings and instructions of the ENGINEER-IN-CHARGE and the rates are inclusive of all materials, consumables, labour, supervision, tools and tackles as well as preparatory, incidental, intermediate/auxiliary/ancillary or enabling works.

The rates shall be offered on the basis of per unit/block of toilet as mentioned in SOR after considering all the aspects necessary for execution of job in totality as per drawings /specifications.

Dewatering of surface as well as subsoil water, wherever required to carry out the works shall be carried out by the CONTRACTOR and slopes for effective drainage shall be provided within the quoted rates.

Surplus excavated earth, materials; muck etc. shall be disposed off by the CONTRACTOR at his own cost to the places as directed by the ENGINEER-IN-CHARGE. The site shall be cleaned of all surplus material after execution quoted rates shall be deemed to be inclusive of all these provisions.

Preparing approaches and working area for the movement and operation of CONTRACTORS men and materials, leveling the areas for assembly and erection shall be the responsibility of the contractor and the quoted rates shall be deemed to include all these.

11. Registration with PF Authorities

Intending bidders must furnish the proof of having valid PF code and valid registration with regional provident fund authorities along with their tenders. Proof of challans/receipt with regional PF authorities shall be submitted from time to time for verification of ENGINEER-IN-CHARGE.

12. VAT Registration

Tenderer must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act. Alternatively, tenderer must give an undertaking that they would comply with this requirement before award of work.

13. Labour License

Contractor shall obtain an appropriate license from concerned authority under the contract labour (abolition and regulation) Act 1970 and furnish copy of the same to owner. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at the site of work.

14. Terms of Payment



PAYMENT OF RUNNING BILLS: Progress payment shall be released to Contractor against monthly running account bills duly certified by Engineer in Charge after affecting the necessary deductions. 95% payment shall be released on completion of item / work as certified in the R.A bills.

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

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

14.2. **PAYMENT OF FINAL BILL:** CONTRACTOR must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the CONTRACTOR within 120 days of the submission of the bill and after completion of all obligations under the CONTRACT.

14.3. 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. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE.

15. Completion Certificate

Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour, store, colonies etc. constructed are removed and the work site cleared to the satisfaction of the ENGINEER-IN-CHARGE.

for If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed the completion of the works, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.

Such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

16. Defects Liability Period

The tenderer shall guarantee all the work (Including workmanship & materials, etc.) executed by him for a period of 12 months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.



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

17. Time Schedule

Total period of CONTRACT for this work will be for **THREE MONTHS** to be reckoned from 7TH day from the date of issue of LOI/FOI. Time is the essence of the CONTRACT and as such as every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this CONTRACT. BCPL reserves the right to terminate the CONTRACT without assigning any reason during the currency of the CONTRACT PERIOD by giving 30 days notice to the CONTRACTOR.

18. Escalation

No Escalation shall be paid for this contract. CONTRACTORS are required to quote firm price for the work.

19. Provident Fund Act

The CONTRACTOR, as a statutory obligation, should strictly comply with the provisions of the Employee's Provident Fund Act.

20. Extra and Substituted Item

The rates for extra items/substituted items of work, ordered to be operated / executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates as decided by the ENGINEER-IN-CHARGE. The CONTRACTOR shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

21. Guarantees and Warranties

All manufacturer's warranties and guaranties for equipment supplied by the CONTRACTORS shall be passed to the EMPLOYER. Further, guarantees/warranties for any work carried out to by specialized agencies such as water proofing, anti –termite etc. shall also be passed to the EMPLOYER.

22. Extension for Time of Completion for addition, alteration and substituted work

- a) The contractor shall not be entitled to increase in prices or any compensation whatsoever on account of the extension of time allowed.
- b) Any extension of time granted under the provision of this clause shall be without prejudice to other conditions of contract and will not absolve the contractor from the obligations of other clauses under the contract.



The decision of the EMPLOYER in this regard will be final and binding on the CONTRACTOR.

23. Alterations, Additions and Omission

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.

24. Responsibility for Procurement

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

25. Sales tax / turn over tax

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.

26. Income Tax

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 evidence to this effect has been submitted to the EMPLOYER.

27. Approvals

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.

28. Sealed Tender

The tenders shall be submitted in sealed envelopes as mentioned in clause no. 3.0 of General Conditions of Contract. All the tender papers issued (Vol. I & II) and all supporting documents/credentials authenticating the capability/resources of the CONTRACTORS and EMD shall be submitted along with the tendered offer.

29. Variations in quantities of items during execution

During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement. The CONTRACTOR shall be bound to execute them at the rates quoted by him. BCPL also reserves the right to split the item/work in full or in part during its



execution (depending upon exigencies of work) without assigning any reason thereof. The decision of ENGINEER-IN-CHARGE shall be final and binding on the contractor in this regard.

30. Special Note to Tenderer

- 30.1. The Special Conditions of Contract supersede the relevant clauses of General Conditions of contract.
- 30.2. Supervision and conduct of all the personal deployed by the contractors shall be the sole responsibility of the CONTRACTOR.
- 30.3. The CONTRACTOR should issue his own identity card to his personal after verifying their character and antecedents through appropriate authorities and BCPL shall have no role on it whatsoever.

SECTION – VI



SCOPE OF WORK



(CIVIL WORKS)

1.0 SCOPE OF WORK:

The scope of work envisaged under this tender covers includes:

BALANCE CIVIL WORKS OF SV STATIONS OF LAKUWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT, as per tender specifications, drawings and standards etc. In general, the scope of work covers the following but not limited to:

2.0 SPECIFICATIONS

• GENERAL

Unless otherwise specified, Technical Specifications of Works shall generally conform to the relevant CPWD Specifications of latest edition including amendments thereafter. In absence of any detailed specifications, work shall be carried out as per relevant Indian Standard Specifications or Code of Practice. Wherever the codes and specifications are silent then the same shall be governed by sound engineering practices and the decision of the Engineer-in-Charge / Consultant in matters of interpretation etc., shall be final and binding on the Contractor. The Contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the Contractor and no deviation shall be permissible unless specifically approved by the Consultant / Engineer - in - Charge in writing. The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications. However brief specifications are given hereunder for general guidance purpose of the tenderers. It shall clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and drawings/specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labour cost. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work.

• DRAWINGS/DIMENSIONS:

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale take precedence over those to a smaller scale. Special dimensions in the specifications shall be checked on site. The dimensions where stated do not allow for wastage, laps joints etc., the levels. Measurement and other information concerning the existing site on the drawings are believed to be correct, but the contractor shall verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained hereinafter on account of any errors or omissions in the levels or the description of the ground turning out to be different from what was expected or shown on the drawings.

• CORRELATION OF DRAWINGS:

Before commencement of work, the contractor shall correlate all relevant structural, construction and services drawings and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been over looked by him and has not been brought to the notice of the Engineer -in - charge / Consultant before execution.

• B.I.S CODES OF PRACTICE:

Wherever any reference is made in the specifications to any Bureau of Indian Standard (BIS) code of practice, it shall be understood to indicate the latest version of the code of practice in usage at the time of construction.

• ASSESSMENT OF QUANTITIES IN LUMPSUM CONTRACT:



The bidders are advised to make their own assessment of the quantities based on the drawings and scope of work to arrive for the exact quantities. BCPL shall not be responsible for any omissions / errors made by the bidder in assessment of the actual quantities required for the execution of the lump sum contract. Extra claim on account of the error made by the bidder in the assessment of the true quantities of the items of work shall not be entertained whatsoever.

• MATERIALS

- ❖ The materials to be used in permanent works shall be new and of the best quality. All materials shall be in accordance with Specifications and approved by the Engineer-in-Charge or his representative.
- ❖ Except otherwise specified or permitted by the Engineer-in-Charge or his representative all materials shall conform to the relevant Indian Standard Specifications (latest edition).
- ❖ In addition to special provisions made herein for sampling and testing of materials by particular methods, samples of all materials and proposed methodology for the execution of the works shall be submitted by the contractor for approval well in advance. The contractor shall supply the same to the testing lab, all carriages etc. shall be paid by the contractor, Samples, when approved will be retained by the Engineer's representative and for this purpose suitable labeled boxes for storage of samples shall be provided by the contractor. No material shall be supplied or used on permanent works until the samples of the same have been approved by the Engineer-in-Charge. If any material is rejected in testing the contractor shall promptly remove the rejected materials from the vicinity of the works to the satisfaction of the Engineer-in-charge.
- ❖ Material shall be packed, transported handled and stored on the site carefully and in a satisfactory manner so as to prevent any damage and/or deterioration of any kind either during transit or storage.
- ❖ Notwithstanding any tests that the Engineer-in-Charge or his representative may direct to be carried out at the contractor's sub-contractor's and/or manufacturer's premises, the Engineer's representative shall be at liberty to carry out any further test after delivery of the materials at the site, at the cost of the contractor and may reject any or all materials which fail to comply with the required specifications.
- ❖ Where items are specified by trade names or manufacturer's reference, the contractor may provide alternative items, equal in quality and design, in case of non-availability of specified manufacturer, with approval of Engineer-in-Charge. At no extra cost, provided samples of all such alternative along with a sample of the specified material have been previously submitted and approved by the Engineer- in-Charge.
- ❖ Should the Engineer-in-Charge or his representative at any time condemn any material or goods intended for use in the works as:
 - a) Being inferior to samples previously submitted
 - b) Having deteriorated in transit or on storage or on the site.

OR

- c) Not complying with the specifications. The contractor shall promptly remove all such materials from the vicinity of the works to the satisfaction of the Engineer-in-Charge. Should the Engineer-in-Charge discover on the works any materials other than those approved, he may order their immediate removal from the site. Any work executed with inferior materials is to be taken out and reinstated with approved material at the contractor's risk & cost.

➤ SPECIFICATIONS FOR EXCAVATION AND EARTHWORK:

1.1 SCOPE:

The scope of work broadly includes but is not necessarily limited to the following i.e. clearing of the site, excavation of foundation trenches, back filling, disposal of surplus earth as required including dewatering, shoring and strutting. Contractor shall provide all tools, labour, equipment and incidentals necessary



required for completion of all aspects of work covered in these specifications.

1.2 TYPES OF SOIL:

Contractor shall thoroughly acquaint himself with the types of soil in excavation by an inspection of nature of the ground at site & scrutiny of the investigation details available with the Consultant.

1.3 CLEARING THE SITE:

The site on which the structure is to be built shown on the drawings and the area required for setting out and other operations like road, drains, sheds, etc. should be cleared and all obstructions, loose stones, materials and rubbish of all kinds, stump, brush wood and trees removed as directed, roots being entirely grubbed up. All useful materials obtained will be the property of the Engineer-in-charge and will be handed over to the Consultant. Rejected materials will be removed by the contractor to his own dump.

1.4 GROUND LEVELS AND SITE LEVEL PLAN:

Before starting the excavations, the requisite block levels of the entire plot shall be taken by the contractor in consultation with the consultant and a proper record of these levels to be kept, which shall be jointly signed by the Contractor and the Consultant. A block level plan showing all the ground levels of the plot shall be prepared and shall jointly be signed by the Contractor and the Consultant/Engineer-in-Charge.

1.5 SETTING OUT:

After clearing the site, and preparing the site level plan, the Contractor will set out the center lines of the buildings or other involved works and get the same approved from the Consultant.

It shall be the responsibility of the Contractor to install substantial reference marks, bench marks etc. and maintain them as long as required by the Consultant. The Contractor will assume full responsibility for proper setting out, alignment, elevation and dimension of each and all parts of the work.

1.6 EXCAVATION AND PREPARATION OF FOUNDATIONS FOR CONCRETING:

1.6.1 General:

Foundations trenches shall be dug wet or dry to the dimensions as shown on the drawings or as directed by the Consultant. The excavated materials shall be stacked at a sufficient distance away from the edge of the excavated pit so as not to endanger the stability of the sides. The soil heap shall not exceed more than 2m from the ground.

The Contractor shall, at his expense and without any extra charge, make provision for all shoring and strutting, extra excavation in slope, extra excavation in working space, dredging or bailing out water, and the excavation shall be kept free from water when the foundation work is in progress.

If the excavation is carried out to greater width, length or depth than specified, extra depth shall be made up by filling in lean concrete and extra length or width by filling in with earth rammed hard or by masonry as directed by the Consultant's. Cost of such extra excavation and the filling required therein as specified above shall be borne in full by the Contractor.

If required to protect the sides of the pits and trenches, timber shoring and strutting shall be erected. The timbering shall be closed or open depending on the nature of the soil and work, and arrangement of timbering including sizes and spacing of members used shall be as approved by the Consultant. NO EXTRA CHARGES shall be admissible on this account.

The bottoms of all excavation shall be trimmed and leveled in accordance with drawings / directions of the Consultant / Engineer-in-Charge. The bottoms of all excavation shall be rammed and wetted before deposition of concrete. The Contractor shall report to the Consultant / Engineer-in-Charge when the excavation is ready to receive concrete. NO concrete shall be placed in foundations until the contractor has obtained the approval of Consultant/ Engineer-in-charge.

1.6.2 PROTECTION:

All foundation trenches and similar excavations shall be strong, fenced and marked with red lights at night for watchmen to avoid accidents.

Adequate protective measures shall be taken to see that the excavation does not affect or damage adjoining structures. All measures required for the safety of the excavation the people working in and near the foundation trenches, property and the people in the vicinity shall be taken care by the contractor at



his own cost, being entirely responsible for any injury and damage to property caused by his negligence or accident due to his construction operations.

1.6.3 STACKING OF EXCAVATED MATERIALS:

Work for excavation shall include sorting out useful materials and stacking them on site as directed. Materials suitable and useful for back filling, plinth filling, leveling of the plot or other use shall be stacked convenient places, but not in such a way as to obstruct free movement of men, equipment and vehicles or encroach on the area required for constructional purposes.

1.7 BACKFILLING:

1.7.1 Earth obtained from excavation (or approved earth brought from outside for which no extra payment shall be made) shall be filled in layers as described in 1.7.3 around foundations and under floors. In case extra earth used for filling is required under floors, plinth protection including sit outs, courtyards, and the contractor will do at their own cost. The lumpsum offer shall be deemed to include the earth filling required under floors and plinth protection with plinth height shown in drawing above the bottom of the foundation concrete and finished courtyard level shown in Drawing below DPC coping level of the main building.

1.7.2 QUALITY OF FILLING:

Fill shall be well compacted, well graded earth or sand and shall be free from tree stumps, organic matter, seed and peat etc. Where earth or sand from source other than excavation at site is used, the quality of such earth or sand shall be the same as that obtained from excavation at site, or superior to it. Fine sand for filling is River Sand. Black Cotton soil shall not be used for back filling or plinth filling.

1.7.3 COMPACTION:

The fill shall be spread in layers not exceeding 20 cm thick and each layer shall be watered and thoroughly consolidated by suitable mechanical rollers, rammers, vibrators or other approved plant or system of compaction. The fill material shall be pulverized before depositing in place. Optimum moisture content shall be maintained for the filled materials. Compaction shall be done so as to achieve a dry density of not less than 90% of the maximum density obtained at optimum moisture content, except for the upper 20 cm layer which shall be compacted to a density of not less than 95% of the maximum density.

In order that the fill shall be reasonably uniform throughout,, the material shall be dumped in place in approximately horizontal layers "Edge dumping", a process by which materials is pushed off edge of the fill and allowed to roll down the slope shall not be carried out, If there is traffic over the fill during construction, either by construction equipment or otherwise, it should be routed to make the compaction as uniform load shall be maintained and also care shall be taken to prevent any wedging action.

1.8 DE-WATERING:

Work for excavation shall include bailing or pumping out water which may accumulate in the excavation during the progress of work either from subsoil, seepage, springs, rain or any other cause and diverting surface flow if any by bunds or other means. Pumping out water shall be done in such approved manner as to preclude the possibility of any damage to the foundation trenches, Concrete or masonry of any adjacent structure. When water is met with in foundation trenches, pumping out water shall be from an auxiliary pit of adequate size dug slightly outside the building excavations. The depth of the auxiliary pit shall be more than the working foundation trench levels. The auxiliary pit shall be refilled with approved excavated materials after de-watering is over. The excavation shall be kept free from water -

- 1) When Concrete/Reinforcement Work/water Proofing work is in progress.
- 2) Till the Consultant consider that concrete / mortar is sufficiently set.

1.9 SURPLUS EXCAVATED MATERIAL:

All excavated material certified as surplus and not useful, shall be removed by the Contractor from the site an approved manner at his own cost and risk so as indemnify owner from any claims any time of whatsoever nature.

1.10 CONTRACT SUM TO INCLUDE:

Apart from other factors mentioned elsewhere in this contract, the contract sum shall also include for the following:



- (a) Clearing site.
- (b) Setting out works, profiles etc. as required and setting up bench marks and other reference marks.
- (c) Providing shoring and strutting and subsequently removing the same.
- (d) Bailing and pumping out water as required and directed.
- (e) Excavation at all depth (unless otherwise specified in the drawings) and removal of all materials of whatever nature wet or dry and necessary for the construction of foundation etc. and preparing bed for laying concrete.
- (f) Sorting out useful excavated materials, transporting them beyond the structure and stacking them neatly on the site for back filling or reuse as directed.
- (g) Back filling the trenches alongside masonry or concrete with approved excavated material up to the natural ground level including watering and ramming.
- (h) Necessary protection (including labour, materials and equipment) to ensure safety against risk of accident.
- (i) Drilling small holes as directed to explore the nature of substratum if necessary (j) Excavation if soft rock / hard rock if necessary.

2. SPECIFICATIONS FOR ANTITERMITE TREATMENT:

2.1 GENERAL:

Prevention of termite from reaching the super structure can be achieved by creating a chemical barrier between the ground and the building by treating the soil beneath and around the foundations. The work shall be carried out as per IS 6313 part II of 2001 or latest edition.

This shall be provided to sides and bottom of trenches and footing including treating the backfill of foundations up to ground level and the vertical surface of wall, and filling of each under floors and treating the surface at ground level 900mm around the building.

2.2 MATERIAL:

Anti-termite treatment, shall be carried out strictly in accordance with Assam PWD specifications using Chloropyriphos (CPP) an Emulsified concentrate @ 1% concentration or any other approved chemical.

2.3 PRE-CONSTRUCTION CHEMICAL TREATMENT:

This is a process in which chemical treatment is applied to a building in the early stage of its construction at the rate specified in IS 6313 part II of 2001 or the latest edition.

Hand operated pressure pump shall be used for uniform spraying of the chemical. To have proper check for uniform spraying of chemical graduated containers shall be used. Proper check should be kept that specified quantity of chemical is used for the required areas during the operation.

2.4 TIME OF APPLICATION:

Soil treatment shall start when foundation trenches and pits are ready to take lean concrete in foundations. Laying of lean concrete shall start when chemical emulsion has been absorbed by the soil and the surface is quite dry. Treatment should not be carried out when it is raining or the soil is wet with rain or sub soil water. The foregoing applies also in the case of treatment to the filled earth surface within the plinth before laying the sub grade for the floor.

2.5 DISTURBANCE:

The treated soil barriers shall not be disturbed after they are formed. If by chance, treated soil barriers are disturbed, immediate steps shall be taken to restore the continuity and completeness of the barrier system.

2.6 TREATMENT OF COLUMNPITS AND WALL TRENCHES:

- (a) The bottom surface and the sides (up to a height of above 300mm) of the excavation made for column pits and trenches shall be treated with the chemical at the rate specified in IS 6313 part II of 2001 or the latest edition.
- (b) After the column foundation and the wall foundation come up, the back fill in immediate contact with the foundation structure shall be treated at the rate specified in IS 6313 parts of 2001 or latest edition



of the vertical surface of the substructure for each side. If water is used for ramming the earth fill, the chemical treatment shall be carried out after ramming operation is done by prodding the earth at 150mm centers close to the wall surface and spraying the chemical with the above dose. The earth is usually returned in layers and the treatment shall be carried out in similar stages. The chemical emulsion shall be directed towards the concrete to masonry surface of the columns and walls so that the earth in contact with these surfaces is well treated with the chemical.

- (c) In the case of R.C.C framed structure with columns and plinth beams and R.C.C basement with concrete, mix is rich and dense (being 1:2:4 or richer), it is unnecessary to start treatment from bottom of excavation for columns and plinth beams. The treatment shall start at the depth of 500 mm below ground level. From this depth the back fill around the column, beams and R.C.C basement wall shall be treated at the rate as per IS 6313 part II of 2001 or the latest edition. The other details of treatment shall be as laid down in the clause (b) above.

2.7 TREATMENT OF TOP SURFACE OF PLINTH FILLING:

The top surface of the filled earth within plinth wall shall be treated with chemical emulsion at the rate as per IS 6313 part II of 2001 or latest direction (surface area) before the sand/sub-grade is laid. Holes up to 50 to 70 mm deep at 150mm centers both ways shall be made with crow bars on the surface of the soil with chemical emulsion.

2.8 TREATMENT OF JUNCTIONS OF WALL AND FLOOR:

To achieve continuity of the vertical chemical barrier on inner wall surface from the ground level, small channel 30 x 30 mm shall be made at all junctions of wall and columns with the floor (before laying the sub-grade) and rod holes made in the channel up to ground level 150mm apart and the chemical emulsion poured along the channel as per rate of application, mentioned in IS 6313 Part II of 2001 or the latest edition so as to soak the soil right up to bottom. The soil shall be tamped back into place after this operation.

2.9 TREATMENT OF SOIL ALONG EXTERNAL PERIMETER OF BUILDING:

During progress of work, provide hole in the soil with iron rods along the external perimeter of the building at intervals about 150 mm and depth 300 mm and filling these holes with chemical emulsion at the rate (as per IS 6313 part II of 2001 or the latest edition) per meter of perimeter of the external wall.

2.10 TREATMENT FOR EXPANSION JOINTS:

Anti termite treatment shall be supplemented by treating through expansion joints after the sub grade has been laid as per IS 6313 part II of 2001 or the latest edition.

2.11 TREATMENT OF SOIL SURROUNDING PIPE AND CONDUITS:

When pipes and conduits enter the soil inside the area of the foundations, the soil surrounding the points of entry shall be loosened around each such pipe or conduit for a distance of 150 mm and up to depth of 75 mm before treatment is commenced. When they enter the soil external to the foundations, they shall be similarly treated unless they stand clear of the walls of the building by about 75 mm for distance of over 300 mm from ground level.

2.12 SAFETY PRECAUTIONS:

All chemicals used for anti termite are poisonous and hazardous to health. These chemicals can have an adverse effect upon health when absorbed through skin, inhaled as vapors or spray mists or swallowed.

Person using or handling these chemicals should be warned of these dangers and advised that absorption through the skin is the most likely source of accidental poisoning. They should be cautioned to observe carefully the safety precautions given below:

These chemicals are usually brought to site in the form of emulsifiable concentrates. The containers should be clearly labeled and should be stored carefully so that children and pets cannot get at them. They should be kept securely closed.

Special care should be taken to prevent skin contact with concentrates. Prolonged exposure to dilute emulsions should be avoided. Workers should wear clean clothing and should wash thoroughly with soap and water, especially before eating or smoking. In the event of severe contamination, clothing should be removed at once and skin washed with soap and water, if chemicals splash into the eyes they should be



flushed with plenty of fresh water and immediate medical attention should be sought.

The concentrates are oil solutions and present a fire hazard owing to the use of petroleum solvents. Flames should not be allowed nearby during mixing. Care should be taken in the application and present a fire hazard owing to the use of petroleum solvents. Flames should not be allowed nearby during the mixing.

Care should be taken in the application of chemicals to see that they are not allowed to contaminate wells or springs which serve as source of drinking water.

2.13 **GUARANTEE:**

The Contractor shall guarantee through a guarantee bond, the anti - termite work for 10 years from the date of completion of project and shall indemnify the Engineer-in-charge against any defects that arise therein during the guarantee period as aforesaid. They shall immediately rectify, any defects that may occur therein, and repair all other damage occurring to any part of the structure on account of defect in Antitermite Treatment during the guarantee period of aforesaid.

3. **SPECIFICATIONS FOR CAST - IN - SITU REINFORCED CEMENT CONCRETE:**

3.1 **GENERAL:**

3.1.1 **DESCRIPTION:**

This section covers the requirements for finishing of cement concrete, proportioning, batching, mixing, testing, placing, compacting, finishing, jointing, curing and all other work as required for cast in place reinforced concrete. The contractor shall provide all the materials including cement, steel, labour, equipment, 'form work', scaffolding etc., required for completion of all reinforced concrete works as per drawings and documents. Cement concrete shall be composed of cement, fine aggregates, coarse aggregates, water with or without admixture as approved, proportioned and mixed as specified herein.

7.8.1 **RELATED WORK SPECIFIED ELSEWHERE**

- (a) Steel Reinforcement
- (b) Form Work

7.8.2 **APPLICABLE CODES AND STANDARDS:**

The codes and standards generally applicable to the work of this section are listed hereinafter.

IS : 383	Coarse and fine aggregates from natural sources for concrete.
IS : 456	Code of practice for plain and reinforced concrete.
IS : 516	Methods of testing for strength of concrete.
IS : 1199	Methods of sampling and analysis of concrete.
IS : 1838	Performed fillers in expansion joints in concrete non-extruding and resilient type
IS : 1946	Code of practice for use of devices in walls, ceiling and floors of solid Construction
IS : 2389	Methods of testing of aggregates for concrete's
IS : 2505	Concrete vibrators, immersion type
IS : 2645	Integral cement water proofing compounds
IS : 3414	Code of practice for design and installation of joints in buildings
IS : 3558	Code of practice for use for immersion vibrators for consolidating concrete
IS : 4082	Recommendation on stacking and storage of construction materials
IS : 7861	Code of practice for extreme weather concretizing
IS : 7861	Recommended practice for hot weather (Part I) concretizing
IS : 8112	Ordinary Portland Cement (Grade - 43)
IS : 12269	Ordinary Portland Cement (Grade - 53)
IS:269	Ordinary Portland Cement (Grade - 33)

PART-I

The following clauses are intended to amplify the requirements of the reference document listed above and the contractor shall comply with these clauses.

3.2 **SUBMITTALS:**



3.2.1 Material Report:

Prior to start of delivery of materials required, the following shall be submitted by the contractor to the Consultant / Engineer - in - Charge for approval.

Suppliers and / or sources of all consumable materials including cement, steel, fine and coarse aggregates, water additives, bricks and timber etc.

Quality Inspection Plan to ensure continuing quality control of ingredients by periodic sampling, testing and reporting to the Consultant on the quality of materials being supplied.

3.3 PLANTS EQUIPMENT:

The Contractor shall obtain the approval of the Consultant / Engineer-in-Charge for all plant items he proposes to use for the manufacture and placing of concrete. Hand mixing of concrete is strictly prohibited. The contractor should use weigh batched concrete mixers in all structural works. The concrete mixer should be calibrated as per specifications of Bureau of Indian standards and the calibration report should be submitted to the Engineer- in-charge from time to time. All other tools and tackles like concrete lifting hoist, Vibrator nozzles, mortar pans, trowel, floats etc. should be adequate at site up to the satisfaction of the Engineer-in-charge.

The arrangement shall maintain all items of plant at all times in a clean and efficient working condition.

3.4 REPORTS FOR INSPECTION AND TESTING:

During concreting operations, the contractor shall conduct inspection and testing as described in sub section 3.15.2 herein, and all reports thereon shall be submitted in summary form to the Consultant / Engineer-in-Charge.

3.5 SCHEDULES:

Before commencement of the work the contractor shall prepare working schedules of concreting giving dates and rate of pour for each item of work and submit the same to the Consultant / Engineer - in - Charge for their approval.

3.6 MATERIALS:

Before bringing to the site, all materials for cement concrete shall be approved by the Consultant / Engineer - in - Charge. All approved samples shall be deposited in the office of the Consultant / Engineer - in - Charge before placing orders for the materials with suppliers. The materials brought on to the work shall conform in every respect of their approved samples.

Fresh samples shall be deposited with the Consultant / Engineer-in-Charge whenever type or source of any material changes. The contractor shall check fresh consignment of materials as it is brought on to the works to ensure that they conform to the specification and / or approved samples.

The Consultant / Engineer-in-Charge shall have the option to have any of the materials tested to find whether they are in accordance with specifications at the contractor's expense. All bills vouchers and test certificates which in the opinion of the Consultant / Engineer - in - Charge are necessary to convince him as to the quality of materials or their suitability shall be produced for his inspection when required.

Any materials which have not been found to the specification and not approved by the Consultant / Engineer - in - Charge shall be rejected forthwith and shall be removed from the site by the Contractor's at his own cost within the time stipulated by the Consultant / Engineer - in - Charge. The Consultant / Engineer - in - Charge shall have the powers to cause the contractors to purchase and use materials from any particular source, as many in their opinion be necessary for the proper execution of work.

3.6.1 CEMENT:

Cement shall be provided and stored by the Contractor at his own cost. Cement shall be stored on a raised floor in dry weather proof & dust free but well ventilated shed. Cement bags shall be stacked close together away from external walls and in stacks of not more than ten bags to avoid lumping under pressure. Cement stored during monsoons or cement expected to be in store for more than eight weeks shall be completely enclosed in 700 micron polyethylene sheet so arranged that the flap close on the top stack. The contractor shall ensure that protective polyethylene sheet is not damaged at any time during use.



Consignments of cement shall be used in order of delivery. A record shall be kept of the batch numbers of cement deliveries in such a form that the part of the works in which the cement is used can be readily identified, If during delivery or by test, the cement is found to be defective, the same shall be returned back forthwith.

The contractor shall be responsible for the storage of cement at the site and no claim will be entertained in the event of any damage occurring to cement due to faulty storage by the contractor or on account of his negligence.

Cement stored on site for a period longer than eight weeks shall be tested to the satisfaction of the Consultant / Engineer-in-Charge before it is used in the works. Cement that has failed the tests' conducted shall not be used in the works and shall be remarked from the site immediate by without fail.

On the following types of cement as specified shall be used

- Ordinary Portland Cement 33 grade confirming to IS 269
- Ordinary Portland Cement 43 grade confirming to IS 8112
- Ordinary Portland Cement 53 grade confirming to IS 12269
- Portland Pozzolana Cement conforming to IS 1489(Part 1 and part 2)

For concrete to be used in all structural elements in load bearing and RCC framed construction, ordinary Portland cement of 43 grade or higher is to be used. In rest of the works all the aforementioned types of cement can be used.

3.6.2 **AGGREGATES:**

STORING OF AGGREGATE:

Aggregate shall be stored on a suitable well drained raft of concrete, timber, metal or other approved material. The storage of aggregate on the ground will not be permitted.

Each size of aggregate shall be stored separately in such a manner as to prevent spillage and mixing of one aggregate with an adjacent aggregate. The dividing walls of any bins shall be of sufficient height and the aggregate shall be so deposited that a distance of 100 mm shall be left between the top of the division wall and any part of the aggregate stack. When stacking piling, the aggregate shall not form pyramids resulting in segregation of different size particles. The stacks shall be regular and of a height not exceeding two meter

- Aggregates from natural sources shall be in accordance with IS 383. The contractor shall submit to the Consultant / Engineer - in - Charge certificates of grading and compliance from the suppliers for all consignments of aggregates. In addition at site from time to time, the contractor shall test the aggregates in accordance with IS 2386 parts I, II, III and IV. The contractor shall allow for and provide all necessary apparatus for carrying out each test and for supplying test records to the Consultant.
- For fair faced concrete, the contractor shall ensure that aggregates are free from iron pyrites, and impurities which may cause discoloration.
- The fine aggregates shall be river sand, stone dust or other approved sand. It shall be free from clay, loan, and earth or vegetables matter and from salt or other harmful chemical impurities. It shall be clean, sharp, strong angular and composed of hard siliceous material.

The grading of sand as determined by the method prescribed in IS 2386 part I shall be within the limits of grading zone HI given below in Table I. When the grading falls outside the percentage limits given for sieves other than 600 micron, 300 micron and 150 micron (I.S) sieves by not more than 5 percent, it shall be regarded as falling within this zone. The 5 percent can be excess submission on one more sieves.

TABLE -1
FINEAGGREGATES

I.S. Sieve	Percentage passing for Grading			
	ZONE -1	ZONE-II	ZONE-III	ZONE -IV



10 mm	100	100	100	100
4.75 mm	90-95	90-100	90-100	95-100
2.36 mm	60-95	75-100	85-100	95-100
1.18mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	35-60	80-100
300 micron	5-20	8-30	8-30	20-65
150 micron	0-10	0-10	0-10	0-15

The maximum quantity of silt as determined by the method prescribed in IS 2386 Part II shall not exceed 8%.

Stone dust shall be within the limits of Grading Zone III given in table -1. When the grading falls outside the percentage limits given for the sieves other than 600 micron and 300 micron (IS) sieves by not more than 5 percent and on 150 micron sieves by not more than 20 percent it shall be regarded as falling within this zone. The 5 percent can be excess summation on one or more services.

3.6.2.1 COARSE AGGREGATES:

The coarse aggregates shall be crushed stone or broken stone. Coarse aggregate obtained from crushed or broken stone shall be angular, hard, strong, dense, durable clean and free from soft, friable, thin, flat, elongated flaky pieces. The coarse aggregate should be from the approved source/quarry.

Coarse aggregate river shingle or pit gravel shall be rounded, sound hard, clean, non-porous, suitably graded in size with or without broken fragments and free from flat particle of shale, clay, silt, loam and other impurities.

Except where it can be shown to the satisfaction of the Consultant that a supply of properly graded aggregate of uniform quality can be maintained over the period of the obtaining the coarse aggregate in different sizes & blending them in correct proportions as and when required.

The maximum size of coarse aggregate shall be such that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of form work.

3.6.3 WATER:

Water used in the works shall be potable water and free from deleterious materials. Water used for mixing and curing concrete as well as for cooling and / or washing aggregate shall be fresh and clean, free from injurious amounts of oil, salts, acids, alkali, other chemical and organic matter.

Water shall be from the source approved by the consultant / Engineer-in-Charge and shall be in accordance with clause 4.3 of IS 456.

Before starting any concreting work and whenever the source of water changes the water shall be tested for its chemical and other impurities to ascertain its suitability for use in concrete for approval of the Consultant. No waters shall be used until tested and found satisfactory. Cost of all such tests shall be borne by the Contractor.

3.6.4 ADMIXTURES AND ADDITIVES:

Chemical admixtures are not to be used until permitted by the Consultant / Engineer-in-Charge in case their use is permitted, the type, amount and method of use of any admixture proposed by the contractor shall be submitted to the Consultant for approval.

The contractor shall further provide the following information concerning each admixture to the Consultant / Engineer-in-Charge.

- Normal dosage and detrimental effects, if any, of under dosage and over dosage.
- The chemical names of the main ingredients in the admixture.
- The chloride ion content, if any, expressed as a percentage by weight of admixture.
- Whether or not the admixture leads to the entrainment of air when used in manufacturer's recommended dosage.
- Where two or more admixtures are proposed to be used in any one mix, the manufacturer's written confirmation of their compatibility.



In reinforced concrete, the chloride ion of any admixture as determined in accordance with IS 6925 and the total chloride ion in all admixture used in concrete mix shall not exceed 0.30 percent by weight of cement.

The admixture when used shall conform to IS 9103. The suitability of all admixtures shall be verified by trial mixes.

The addition of calcium chloride to concrete containing embedded metal will not be permitted under any circumstances.

Regarding admixtures when used shall be based on lingo-sulphonates with due consideration to clause 5.2 and 5.30 of IS 7861.

Waterproofing admixtures shall comply with IS 2645.

3.9 **GRADES OF CONCRETE:**

The grades of concrete shall be in accordance with the following table. The grade of concrete to be used in each section of work will be shown in the drawings.

CHARACTERISTIC STRENGTH

Grade of Concrete	Characteristic strength i.e., compressive strength of 15 cm cubes at 28 days (N/mm ²)	Nominal maximum aggregate size (mm)
10	10	25
15	15	25
20	20	20
25	25	20
30	30	20
35	35	20

Unless otherwise specified in the drawings the maximum nominal size of coarse aggregate for different grades of concrete shall be as under:

- | | |
|---|------|
| (a) For concreting in very narrow space or in very small thickness. | 12mm |
| (b) For all reinforced concrete work except in massive foundations. | 20mm |
| (c) For all ordinary plain concrete and massive reinforced foundations. | 10mm |

3.10 **WATER-CEMENT RATIO:**

The water cement ratio shall be within 0.45 & 0.70 depending upon the workability.

3.11 **WORKABILITY:**

The workability of fresh concrete shall be such that the concrete is just suitable for the conditions of handling and placing so that after compaction, it becomes completely consistent and homogeneously surrounds all the reinforcement and completely fills the formwork.

The workability of fresh concrete at the place of mixing shall be measured by compacting factor test and at the place of disposition by means of slump test during the finalization of trial mixes, the relationship between compacting factor and slump test shall be established for each grade of concrete as well as for various levels for workability.

Normally, in the condition of low water cement ratio as well as medium / high workability, the workability shall be achieved by increasing the cement content.

In case where the cement content is to be limited to reduce the heat of hydration, and the water cement ratio is also kept low to reduce the permeability or due to other requirements the desired workability may be achieved with the use of limited doses of plasticizer or air entraining agent. In such cases, the method of mixing and dosages of the plasticizer/air entraining agent shall be according to the manufacturer's specification and with the approval of Engineer-in-Charge.

Consistency and workability of the concrete shall be checked by measuring the slump of a truncated cone of concrete straight from the mixer under normal working conditions. The conical mould shall be of metal, 300mm high and 100mm and 200mm in diameter at top and bases respectively.



Moulds shall be prepared by the contractor. The slump range of concrete shall be as per the tabulation given below, as well as standards.

Slump test shall be performed as per IS 1881 at intervals established by the Engineer at the contractor's cost in such a way as to check that the degree of consistency established by the Engineer for work in progress is maintained. The table below gives a general slump range to be followed for various types of construction unless otherwise shown on drawings or instructed by the Engineer.

Various types of Construction	Slump in mm	
	Maximum	Minimum
Reinforced foundation walls and footings	80	35
Plain footings, caissons and structure walls	75	20
Compressor foundations and for heavy mass constructions	50	20
Pumps and other misc. equipments foundations	75	35
Columns, slabs, beams and reinforced walls	100	50

3.12 DURABILITY:

The durability of concrete, depending on the exposure condition, is to be taken into account while designing the mix. For given aggregates, the cement content should be sufficient to make sufficiently low water/cement ratio and Appendix-A of IS 456 shall be taken as guideline for durability considerations.

3.13 NOMINAL MIX CONCRETE:

Nominal mix concrete may be used for all concrete of grade up to M-20. Nominal mix concrete shall be in accordance with Table - 3 of clause 8.3 of IS 456. The stipulations of clauses 8.3.1 and 8.3.2 of IS 456 shall be taken into consideration.

3.14 CAST IN-SITU CONCRETING: Before commencement of concreting, there must be a request for inspection in the prescribed format as decided by the EIC. Only after inspection and verification the concrete pour card will be approved. The criteria for approval of concrete pour card will be:

- Formwork should conform to clause no 5.2 of CPWD specifications 2009 (Volume-I).
- Steel reinforcement should conform to clause no 5.3 of CPWD specifications 2009 (Volume-I).
- Approved quality materials should be stacked at site as mentioned above in the specifications.
- Arrangement and adequacy of tools and equipments for concreting.
- Proper safety arrangements are available up to the satisfaction of the EIC for concreting to commence. Concreting methodology should strictly adhere to "Guidelines for Field Practice" as per Clause No. 5.11 of CPWD Specifications 2009 (Volume-I).

4.0 BRICKS:

All bricks shall be of minimum class designation 75 of dimension 230X115X75mm size, 250X125X75mm nominal size or as locally available as approved by the EIC. Compressive strength, water absorption, warpage and dimensional tolerances etc. must conform to CPWD specifications 2009 Subhead 6.0. If required by the EIC tests, in addition to those specified in the List of mandatory tests (Annexure-) shall be conducted at the contractor's expense to ensure quality. In general, the bricks shall be the best quality locally available within the specified minimum class designation.

Brick ballast:

Under burnt bricks shall not be used for making brick ballast. These shall be made from lump ballast or bats, Ballast that is brittle and easily crushed under beaters shall not be used.

4.1 BRICK WORK:

- a) Brick work in cement mortar with 75 designation brick including racking out joints and curing complete as directed should be executed as per Clause No 6.2 of CPWD specifications 2009. No bricks may be used until after they have been soaked in water for a minimum period as specified in Clause No.6.2.3 of CPWD specifications 2009.
- b) The brickwork should be kept moist for a period of 7 days and the methodology of curing should



adhere to Clause No.6.2.6 of CPWD specifications 2009.

- c) Brickwork in half Brick walls shall conform to Clause No.6.4 of CPWD specifications 2009.

FLOORING/SKIRTING/CLADDING:

Preparation of plinth filling:

All plinth fillings shall be properly consolidated in layers, watered, rammed and allowed to consolidate to the EIC's satisfaction before any flooring is laid. When the flooring is to be laid over a foundation of sand, broken stone or brick or a combination of sand and broken stone or brick the filling shall be removed to a depth equal to the thickness of the flooring plus such foundation layers.

b) Foundations:

i) Sub-layer of sand:

After the plinth filling has been prepared as detailed in specification above a sub layer of sand 300mm deep shall be laid watered and brought to an even surface.

ii) Layer of broken stone or brick:

Over the sand a foundation course of bricks shall be laid and the interstices filled in with sand, The bricks shall be tightly packed and laid so as to break joint.

c) Tile floors:

i) Foundation and cement floating under tiles:

Over the foundation as in (b) above 2 coats of cement plaster, 1 part of cement to 1 part of sand, prepared in a very liquid condition will be floated over it and allowed to set.

ii) Laying:

After the tiles have been soaked in water for at least two hours and the cement foundation sprinkled with water, laying work may commence and shall start from the centre of the room or area to be tiled, work being continued in both directions so that borders are laid last. Each tile will be laid in and drawn up in neat cement, care being taken to exclude air bubbles. Threads shall be stretched cross the surface, at intervals, parallel to the short sides of the area to be tiled to serve as guide lines.

iii) Cleaning:

After a small area has been laid all superfluous cement will be wiped off the surface. Stains shall be removed by moistening with hydrochloric acid and rubbing with pumice stone and afterwards washing with warm water.

vi) Fixing to walls:

In fixing tiles to walls the walls shall be rendered with cement plaster and the plaster scored diagonally and allowed to set. When laying the tiles work shall commence from the bottom, the back of each tile being smeared with neat cement of the consistency butter and the tile pressed into position.

6.0 DOOR SHUTTERS:

6.1 FACTORY MADE DOOR SHUTTER:

Providing Supplying & fitting 35/45mm thick compressed ready to fit wood door shutter conforming to IS : 12823 - 2003, primed, shutter comprising of High Density Fiberboard skins (HDF) of 3.5mm (hardened finely processed natural wood fiber) with panel design compressed on both faces, sandwiching termite and borer resistant chemical treated and kiln seasoned wooden stiles and rails of 50 mm - 60 mm width, lock block and high density flax board core / chemical treated and kiln seasoned timber core infill.

Shutter should be bonded with Phenol Formaldehyde or adhesive/s conforming to BWP grade of IS 848. Shutter should have trim ability option of 12.5 mm from all sides. The Door should have flexibility for painting or polishing to match any interiors & fixed to the pressed steel door frames, bolts etc. as specified and directed at all levels. All items shall be carried out as per drawings.

6.1 Prelaminated particle bound with decorative lamination on one side and balancing lamination on



other side
grade I type II IS 12823 marked.

- 6.2** Wire gauge shutters using stainless still grade 304 wire gauge with wire of dia 0.5 mm and average width of aperture 1.4 mm in both directions for doors and windows with necessary screws.

7.0 CEMENT PLASTERING:

- Internal plaster should be of 6mm, 12mm and 15mm. 6mm plaster should be on all concrete surfaces. 12 mm plaster should be on fair side of brickwork and 15mm cement plaster is to be executed on the rough side of brickwork.
- External cement plaster should be 18mm thick in 2 layers (top layer of 6mm thick cement mortar in proportion 1:6 with an under layer of 12mm thick cement mortar in proportion 1:5).
- Chicken wire mesh is to be embedded in cement concrete plaster of all RCC and brick joints.
- Ceiling plaster is to be completed before commencement of wall plaster and should conform to Clause No-13.4 of CPWD Specifications 2009 (Volume-2)

• **Preparation of surface:**

All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10mm and concrete surface hacked to provide grip to the plaster. Projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed.

The surface shall be scrubbed clean with wire brush/coil brush to remove dirt, dust etc. and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc. and shall be kept wet for a minimum of six hours before application of plaster.

• **Proportion:**

For 12mm & 15mm thick cement plaster in prop 1:4; 6mm thick cement plaster in prop. 1:3 and for 18mm thick cement plaster the underlayer is 1:5 prop and the top layer is 1:6.

• **Mixing:**

The cement and sand should be thoroughly mixed in dry condition. After dry mixing the materials shall be wetted with just sufficient water to bring the mortar to proper consistency of thick paste. Mortar should be used immediately after mixing and arrangements shall be made so that not more than 30 minutes elapse between the cement first coming in contact with the moisture and laying.

• **Placing:**

Plaster shall be laid over the prepared surface in one coat to the specified thickness and rubbed with 'PATAS' and trowel and shall be smooth, free from waviness and trowel marks. Curing the plaster must be kept wet throughout the entire process and for ten days after four hours of completion of plastering.

8.0 PAINTING:

8.01 Acrylic Emulsion Paint:

The surface shall be prepared by cleaning the surfaces of the structure and making free from all dust and dirt. Interior surfaces are to be provided with 1.5mm thick wall putty punning. A primer coat either of cement primer or of an approved distemper shall be applied. After the priming coat has dried the surface shall be lightly sand papered and dusted to make it smooth to receive distemper.

Distemper shall be prepared as per the directions of the manufacturers and conforming to the shade approved. It shall be applied in specified coats taking care to allow for drying of each coat before subsequent coats are applied.

8.2 Painting over wood work:

- a) The surface to be painted shall be thoroughly dry. All projections such as glue, all tool marks and other irregularities shall be carefully removed by means of a stopping knife and smoothened over and all head of nails or screws set 6mm below the surface.
- b) Knotting shall be carried out for all resinous woods such as pitch or red pine, an application of hot lime shall be applied to the portion to be stopped and allowed to remain for 24 hours after



which it will be scraped off and the stopping completed.

- c) After the surface has been prepared as described above the primary coat shall be applied. When the primary coat has dried all nails and screw holes and all cracks shall be stopped and all irregularities shall be smoothened out with sand paper or pumice stone. Water proof sand paper is to be used.
- d) After the primary coat has dried out the subsequent coats shall be applied to the number specified. Each coat being allowed to dry thoroughly before the next coat is applied. Each coat when dry except the finishing coat should lightly rubbed down with sand paper and washed before the next coat is applied. The paint shall be applied evenly and properly by means of crossing and lying off the latter in the direction of the grain of the wood work.

8.3 Purchase of paint, varnish or oil:

Only the best brands obtainable will be used and should the contract permit the contractor to supply any paint, oil or varnish he shall purchase only such brands as the EIC shall approve of in writing. All purchases must be made direct from the manufacturers or through an agent approved of in writing by the EIC. Should the EIC so direct copies of all indents and receipts for purchase must be submitted for inspection.

8.4 Paint etc. to be purchased in sealed containers:

All paints, oil or varnishes supplied by the contractor must be produced for the inspection of the Engineer in charge of the work in the manufacturers sealed and unopened containers. All containers from which the contents have been removed and are not required on the work must be destroyed and no extra payment will be granted for such destruction.

8.5 Only ready mixed paint to be used:

Only ready mixed or varnished of the make or brand specified will be permitted to be used exactly as received from the manufacturer without any admixture what so ever unless previously authorized, in writing, by the EIC.

9.0 DAMP PROOFING COURSE:

It shall consist of 1:2:4, plain cement concrete with approved water proofing materials of specified thickness. Edges of DPC shall be straight, even and vertical side shuttering shall consist of wooden or steel forms and shall be strong and properly fixed so that it is not disturbed during compaction and mortar or cement slurry does not leak through. When forms are struck the surface should be smooth without any honey combing. The surface shall be kept wet for seven days.

Before commencing the superstructure work, the top of concrete course shall be dried and cleaned of all materials. Blown type bitumen shall then be applied uniformly on the surface and the side of the concrete coming in contact with flooring on the inside shall also be painted with bitumen.

10.0 WALL PUTTY:

Surface preparation for plastered wall, ceiling etc. to be done by providing average 1 mm thick polymer based wall putty punning including clearing, rubbing with sand paper, filling gaps/depression etc, to make the surface even and smooth.

11.0 WATERPROOFING:

Waterproofing of Roof, Terrace, parapet walls and sunken slabs:

11.01 Waterproofing of Roof, Terrace and joints of Parapet walls and terrace: Providing and laying six courses water proofing treatment with bitumen felt over roofs consisting of first, third and fifth course of blown bitumen 85/25 or 90/15 conforming to IS : 702 applied hot @ 1.45, 1.20 and 1.45 Kg per square metre of area respectively, second and fourth courses of roofing felt type 3 grade I conforming to IS : 1322 (Hessian based self finished bitumen felt) conforming to size or pea sized gravel spread at 6 cubic dm per sqm including preparation of surface but excluding grading, complete.

11.02 Waterproofing of sunken slabs: Providing and laying water proofing treatment to vertical and



horizontal surfaces of depressed portions of W.C., kitchen and the like consisting of : (i) 1st course of applying cement slurry @ 4.4 kg/sqm mixed with proportions including rounding off junction of vertical and horizontal surface. (ii) 2nd course of 20 mm cement plaster 1:3 (1 cement : 3 coarse proportion including rounding off junction of vertical and horizontal (iii) 3rd course of applying blown or residual bitumen applied hot at (iv) 4th course of 400 micron thick PVC sheet. (Overlaps at joints of PVC sheet should be 100 mm wide and pasted to each other with bitumen @ 1.7 kg/sqm).

11.03 Repair of cracked surfaces during construction phase and defect liability period:

- Repair damaged cement plaster or concrete mortar with Mastercrete M-81, acrylic modifier or similar waterproofing compound as directed by the EIC. The specification and methodology of application will be product specific.
- Cracks wider than 2mm must be sealed with polysulphide sealant or as directed by the EIC.
- The joint of parapet wall & roof slab should be sealed and waterproof up to the satisfaction of the EIC.
- Any other waterproofing treatment if required and is not specified above is to be executed within the same coated rate up to the satisfaction of the EIC and the OWNER.

12.0 OVER HEAD WATER TANK

Over head water tank of plastic cylindrical vertical closed top (PCVC) tank of Syntax/Polycon/Patton make over the staging with manhole cover with locking and cleaning arrangement including providing pads of size as required for inlet and outlet pipes complete as directed.

SPECIFICATION OF SANITARY /PLUMBING WORK:

1	Section -I : Sanitary fittings
2	Section-II: Soil, waste pipes and fittings
3	Section-III: Water supply pipes and fittings
4	Section-IV: Sewers and drains

SECTION-I

TECHNICAL SPECIFICATIONS FOR SANITARY FITTINGS

1.0 SANITARY WARES AND ALLIED FITTINGS:

All sanitary wares with their allied fittings must be first quality (best) as per approved make these should be approved by the Architects/Consultants, before use. No extra claim will be entertained for concreting for encasing the bottom or making bed for setting of IPWC, which are to be included in tender items. The flushing cisterns shall be automatic or manually operated high level or low level, as specified for water closets and urinals.

2.0 SQUATTING PATTERN WC PAN (INDIAN TYPE)

The WC Pan shall be of white vitreous China of specified size and pattern (Orissa or long pattern as specified) with an integral flushing rim. It shall have the flushing horn in the back unless it is not possible to cistern to suit this design. It shall have 100 mm SCL or porcelain trap 'P' or 'S' type with minimum effective seal of 50 mm and 50 mm vent arm. The rest of the execution methodology should conform to Clause No-17.1.16.1, 17.12 and 17.14 of CPWD Specifications 2009 (Volume-2). Colour, Make and model are to be approved by the Engineer-in-charge.

3.0 PEDESTAL WASH DOWN SYPHONIC (SINGLE OR DOUBLE TRAP) WATER CLOSET (EUROPEAN TYPE) As per IS: 2556 :

The WC Pan shall be of white vitreous China unless otherwise specified of one piece construction of wash down type with integral 'P' or 'S' trap as required. It shall be of approved quality and pattern. The rest of the execution methodology should conform to Clause No-17.1.16.2 of CPWD Specifications 2009 (Volume-2). Colour, Make and model are to be approved by the Engineer-in-charge.

3.1 INSTALLATION

The weight of the fixture and user are supported on the floor and not on the drainage pipe and this should be done in standard approved method.

3.2 SEAT AND COVER



The seat with lid shall be of plastic seat as specified with rubber buffers and shall be fixed in position by using Chromium plate hinges and screws, The seat shall be non-absorptive and from cracks and crevices in the materials. The plastic seat and cover where specified shall conform to L.S. specification and shall be of white colour unless otherwise specified. . The rest of the execution methodology should conform to Clause No-17.1.9 of CPWD Specifications 2009 (Volume-2). Colour, Make and model are to be approved by the Engineer-in-charge.

4.0 FLUSHING CISTERNS:

Flushing cisterns should conform to Clause No-17.1.1.2 of CPWD Specifications 2009 (Volume-2). Colour, Make and model are to be approved by the Engineer-in-charge.

5.0 URINALS:

Urinals should conform to Clause No-17.1.13 of CPWD Specifications 2009 (Volume-2). Colour, Make and model are to be approved by the Engineer-in-charge.

8.0 WASH BASIN

8.1 BASIN

The wash basins shall be of white or coloured vitreous China as specified and of approved quality, make and pattern, conforming to IS Specification. It shall be one piece construction with an integral combined overflow. The size of the basin shall be as specified.

8.2 FITTINGS

Each wash basin shall be provided with 15 mm CP brass pillar taps as specified, 32 mm CP waste CP Chain and rubber plug, union joints CP brass bottle trap of approved quality and design, with CP brass stop cock and P.V.C water inlet pipe of standard length dia. etc. complete in all respects of approved quality.

PAINTING

All brackets pipes etc shall be painted with two coats of enamel paint over a coat of primer.

8.3 FIXING

The basin shall be supported on a pair of MS or CI. Cantilever brackets in cement mortar 1:3 of requisite strength embedded or fixed in cement concrete 1:2:4 block position screws. These brackets shall be fixed in position before dado work is done and painted to the required shade including a coat of anticorrosive paint. The wall plaster on the rear shall be cut to overhang the top edge of the basin. Further, the fixing arrangement mentioned above may be changed as per the direction of the EIC depending upon the position of fixing.

8.4 WASTE CONNECTION

The waste shall discharge into a floor trap and slotted CP jail leading to a gully trap, on ground floor and on upper floor it may be connected to waste pipe stack. Where specified wash basins shall be provided with a 20 mm G.J. Puff Pipe terminating with a brass perforated cap screwed on to it on the outside of the wall or connected to anti-siphon stack. When the waste pipe discharges freely into a channel or floor trap and is of short length without any bends, no puff will be necessary.

9.0 KITCHEN SINKS

Unless otherwise mentioned the kitchen sink with drain board shall be of stainless steel as specified and of approved quality, make and pattern. It shall be of one-piece construction with on integral combined overflow. The size of the sink & drain board shall be as specified.

9.1 FITTINGS

Each sink shall be provided with 15 mm bib cock, 40 mm Waste, chain and rubber plug, unions, joints etc. complete in all respects as specified and of approved quality.

9.2 FIXING

The sink shall be supported on a pair of MS or CI. Cantilever brackets in cement mortar 1:3 of requisite strength embedded or fixed in cement concrete 1:2:4 block position screws. These brackets shall be fixed in position before dado work is done and painted to the required shade including a coat of anticorrosive paint. The wall plaster on the rear shall be cut to overhang the top edge of the basin. Further, the fixing arrangement mentioned above may be changed as per the direction of the EIC depending upon the



position of fixing.

9.3 WASTE CONNECTION

The waste shall discharge into a flow trap and slotted CP jail leading to a gully trap, on ground floor and on upper floor it may be connected to waste pipe stack.

10.0 TOILET

10.1 MIRROR

The mirror shall be of approved make glass with beveled edges. The size and shape of the mirror shall be as specified. The other technical specifications should conform to Clause No-17.1.5 of CPWD Specifications 2009 (Volume-2).

10.2 SHELF

The self shall be of glass of approved quality with edge rounded off or of vitreous China clay (colored or white) has approved make. The size of the shelf shall be as specified. The shelf shall have CP brass or aluminum guard rail with rubber washers on positions resting on glass plate and CP brass or aluminum brackets which shall be fixed with CP brass or aluminum screws to wooden plugs firmly embedded in the wall.

10.3 TOWEL RAIL

The towel rail shall be of CP brass or aluminium with two CP brass or aluminium brackets. The size of the rail shall be as specified. The bracket shall be fixed by means of CP brass or aluminium screws to wooden cleats firmly embedded in the wall.

10.4 CHROMIUM PLATED STOP COCK, TAPS BIB COCKS, SHOWER SET, GUN METAL PEETS VALVES

Where not mentioned, cock's ant taps are to be of brass standard head chromium plated and are to be of approved make and brand as specified.

They must be capable to withstand at least 10.5 Kg / cm² pressure applied for 5 minutes without leakage. The valves are to be of peat type gunmetal valves of 'Leader' brand. Other conditions remain same as cocks and taps.

10.5 BOTTLE TRAP: PTMT bottle trap are provided for wash basin and urinal. Bottle trap of 3/4" single pair moulded with height of 270mm, effective length of tail pipe 260mm from the centre of the waste coupling, 77mm breadth, with 25mm min. water seal.

10.6 TOWEL RING

Towel ring shall be of trapezoidal shape width 1 CP brass or aluminium bracket.

10.7 SOAP CONTAINER

This shall be glass or PVC or CP brass as specified. It shall be fixed in position by means of CP brass screws to wooden cleats embedded in the wall. The liquid soap holder shall be of approved make.

10.8 TOILET PAPER HOLDER

The paper holder shall be of CP brass or vitreous China as specified.

SECTION-II

TECHNICAL SPECIFICATIONS FOR SOIL WASTE PIPES & FITTINGS

1.0 UPVC WASTE PIPE :

UPVC pipes are chemical resistance and insulation mix uniform wall thickness. UPVC pipes are conforming to IS-12818. These pipes are manufactured as per BIS standard and are available in deep blue colour. One end of the pipe is male threaded where as other end is female threaded socket. Threads are either V or trapezoid type and protection caps are provided on the threads to protect the threads in transit. Two types of pipes i.e. Shallow Well (C.S.) and Medium Well (C.M.) are available. Shallow Well Pipes can be used for depths up to 80 meters and Medium Well pipes can be used up to 250 meters.

2.0 UPVC FITTINGS:

The uPVC waste pipes fittings and their installation should conform to the specifications of approved



manufacturer as per the approval of Engineer-in-charge.

3.0 Polyvinyl Chloride (PVC) Soil and Rain water Pipes:

The specification covers requirements for plain and socket end polyvinyl chloride (pvc) pipes with nominal outside diameters 40 mm to 160 mm for use for rain water applications. In this specification nominal outside diameter DN of pipes are 40, 50, 63, 75, 90, 110, 125, 140 and 160 mm. Surface colour of the pipes shall be dark shed of grey. For other details and specifications refer code IS: 13592-1992 (amended to 1995).

3.0 CAST IRON PIPES AND FITTINGS IN SOIL PIPES AT DRAIN / PLINTH PROTECTION CROSSINGS:

The cast iron soil pipes (spigot and socket joints) shall be of approved make brand with projecting ears cast or cast iron (centrifugal cast) soil pipes manufactured by M/s. INDO Swedish Pipe Manufactures Ltd., Agra with approved clamps or other approved make as specified. The methodology of execution and quality of the material should conform to Clause No. No-17.1.8 of CPWD Specifications 2009 (Volume-2).

SECTION : IV

TECHNICAL SPECIFICATION FOR SEWERS AND DRAINS

1.0 STONE WARE PIPES

1.1 Materials

The SW Pipes and fittings should conform to IS code (with ISI mark) and shall be obtained from approved manufacturer listed. All stoneware pipes bends, gully traps and master traps shall be of M/s. Burn & Company Ltd., - M/s. Perfect Potteries Jabalpur or Orissa Brand or equivalent approved manufacturer.

These shall be sound free from visible defects such as fire crack or hair crack and flaw or blister. The pipe shall give a sharp clear note when struck with a light hammer and should be perfectly salt glazed.

1.3 Excavation of trenches

The gradient is to be set out by means of sidewall and the depth of trench shall not be less than 1 meter measured under the ground. The width of the trench shall be the nominal diameter of the pipe plus 40 cm but it shall not be less than 52cm. The bed of the trench, if in soft or made up earth, shall be well watered and rammed before laying the pipes and the depressions if any shall be properly filled with earth and consolidated in 20 cm layers. Depending on soil condition piling may even be necessary if so desired by the Architects / employer.

If rock is met with, it shall be removed 15 cm below the level of the pipe and the trench will be refilled with excavated materials and consolidated.

The excavated materials shall not be placed within 1 (one) meter or half of the depth of the trench whichever is greater from the edge of the trench.

The materials excavated shall be separated and stacked so that in refilling they may be re-laid and compacted in the same order to the satisfaction of the Architects / employer.

After the excavation of the trench is completed foundation of cement concrete (1:3:6) or lime conc. & specified of proper width and thickness to be laid with proper level all along under the length of the of the pipe with haunching as per drawing.

1.4 Laying, Jointing, Haunching of the Pipe and fittings

Drainpipes shall be laid in straight lines and to even gradients as shown on the drawings. The socket end of the pipes shall face upstream. Adequate care shall be exercised in getting out and determining the levels of the pipes and the contractor shall provide suitable instruments, for setting out, boning, rods and equipments necessary for the purpose. The joints are to be kept wet until the cement joints are properly set with wet bag. The cement mortar joints shall be cured at least for seven days. In case of SW Pipes joints (socket and spigot), they should be caulked first with tarred jute (spun) soaked in cement slurry of requisite diameter, almost quarter depth of the socket, after which cement mortar (1:1) is pushed with wooden chisel and finished bevelled at outside at 45 deg. instead of jute or hemp rubber gasket of proper



size may also be used.

In case of pipes less than 25 cm dia. joints should be made at ground level with 3 pipes at a time and for larger ones 2 pipes at a time and after curing they should be rolled in foundation with the help of ropes.

All pipes should be properly honchoed and/or provided with chair as per drawing. Details of the foundation and covering etc. are to be taken from the drawing provided. Where the pipes are crossing the building or road around concrete (1:3:6) is to be done to 15 cm thick over the barrel of the pipe.

1.5 Testing of line

The whole of the drain work shall be tested when laid and on the completion of the contract to the satisfaction of the Architect/ Consultants and shall be retested if necessary until found satisfactory.

The tests shall be by means of water under pressure at the highest point of the section under test and providing an air pipe at the lower end of the line. Maximum head 1.5 M must be maintained for 5 minutes. Contractor must consider in rates in the tender for concreting, encasing, Charges for cradle, testing, cleaning and washing the line etc. before handover.

2.0 EXCAVATION AND REFILL

Excavation for drain trenches shall be straight and to the correct depth and gradient. The trench bottom shall be of sufficient width to allow working space for pipe joints. The contractor must include the cost for excess width for excavation in the rate.

Where necessary sides of the excavation should be supported by planking and strutting, Suitable precautions are to be taken to prevent ingress of water into excavated areas, trenches, pits during construction to the satisfaction of Architects / employer.

The Contractor at his own expenses shall pump out or otherwise remove any or all water, which during the continuance of contract may be found in the excavation trenches and shall provide all pipe and drains, and other means necessary for the works clear of water during their progress.

In the extent of excavation being made deeper than necessary, it shall be filled to the proper level with 1:3:6 concrete at contractors own expense.

No excavation for pipeline shall be filled and line covered with earth or concrete until the line therein has been tested and passed Earth filling to the bottom of trenches and to a height of 30 cm above the top of the pipes shall be of selected materials, hand packed, watered if necessary, and well rammed on either side of the pipe. The remainder of the earth filling shall be in 15 cm. layers, each layer wetted, if necessary, well consolidated by proper ramming.

3.0 BURIED SERVICES

All pipes, ducts, table mains and other services exposed by the excavations shall be effectively supported and protected by timbering or other means for which no extra payment will be allowed. The Contractors shall be responsible for any damage occurring to the buried services and make good the same at his own cost to the satisfaction of the Architect/ Consultant. Any treasure-trove coil or object of antiquity which may be found on the site shall be handed over to the Employer.

4.0 INSPECTION CHAMBERS / MANHOLES

4.1 At every change of alignment, gradient or diameter of a drain there shall be a manhole or inspection pit. The maximum distance between manhole chamber shall be 30 meter for road or 15 meters within compound.

4.2 Size

All manholes Inspection / Chambers shall have internal dimensions as shown on drawings. The depth of invert shall be according to the gradient.

4.3 Foundation

The base concrete shall be 15 cm thick and with 1:3:6 concrete mixture laid over one brick flat soling. The slope shall be finished 75 mm beyond the external faces of the brick

4.4 Brick Work & Plaster:

The brick work shall be in cement sand mortar in the proportion 1:5 and 250 mm thick. The Joints be raked



out and finished with cement and sand mortar, 1:2 trowel led hard and smooth to a thickness of 20 mm.

Inside of the walls shall be plastered as specified in the item and shall be finished with floating coat of neat cement. In wet ground 15 mm thick plaster shall be done on the interior surface of the walls also and this plaster shall be waterproofed with the addition of approved water proofing compound as per manufacturer's specification. Outside & middle surface – to have rough Plaster in cm (1:5) 15 mm thick averages.

4.5 Hunching and construction

On the top slab from pipe channel longitudinally at the centre, the channel is to be haunched up with concrete slopping upwards from the edge of channel to meet the side of the chamber at gradient of 1:6. The channel and the haunchings are to be floated to smooth hard surface with a coat of cement. Sewers of unequal sectional area shall not be jointed at the invert in a manhole unless it is unavoidable. The branch sewers should deliver sewage in the manhole in the direction of main flow and the junction must be made with care so that flow in main is not impeded. In case of drop connection CI shall be provided with heel rest bend at the bottom and bend with access door at the top for cleaning purposes.

4.6 Channel

Channel for drains coming from side of the manhole chamber shall be curved to meet the main drainage channel. The channels and benching shall be done in cement concrete 1:3:6 and rendered smooth with neat cement. The depth of channels and benching shall be as follows:

Size of drain in mm	Top of Channel at bed concrete (in cm)	Depth of benching of side walls above bed concrete.(in cm)
100	15	20
150	20	30
200	25	35
250	30	40
300	35	45
350	40	50
400	45	55
450	50	60

The brickwork in shallow manhole shall be corbelled to the required size for the cast-iron manhole cover and frame.

Footrest

CI footrests or MS Square rods of 20 mm shall be embedded in masonry. They shall be fixed 225 mm apart and projecting 125 mm from the wall face. Footrest shall be painted with bitumen as directed.

5.0 CUTTLNG HOLES, CHASES, ETC REPAIRING THE SAME

Holes and chases to be cut into walls, slab etc. must be of the minimum size and extent required to run the service and in no case superfluous cutting is to be resorted to. After the service is laid, the chase and holes must be made good in cement concrete with suitable finish. These repairs must be done very carefully so that the finished surface is uniform and harmonious with the rest of the adjoining surface. No extra claim will be entertained in this respect.

6.0 CAST IRON MANHOLE COVERS AND FRAMES

6.1 Unless otherwise mentioned the covers and frames shall obtain from approved manufacturer and shall be of following grades with ISI mark. Heavy-duty covers etc. under heavy vehicular traffic conditions and capable of bearing loads as per IS: 1720.

Covers and frames shall be cleanly cast, double water seal type and they shall be free from air and sand



holes cold shuts and warping which are likely to impair the utility of the Casting. All casting shall be free from voids whether due to shrinkage, gas inclusion or other causes. The cover shall be gas tight and water tight with proper seal arrangement, but can be easily opened and closed and it shall be fitted in the frame in workmanship like manner. The cover used for sewer line should bear sewer engraved on top of casting. Similarly for storm line it shall be marked storm Size and dimensions are given below with weight, Covers shall have raised checkered design to provide an adequate non-slip grip. The covers and frames shall be coated with a material having tar base or with black bituminous composition The coating shall be smooth and tenacious. It shall not flow when exposed to temperature of 60 deg. C. and shall not so brittle as to chip off at a temperature of 0 deg⁰ C. The frame of manhole cover shall be firmly embedded to correct aligns and level s in RCC slab or plain concrete as the case may be sizes specified are the clear internal dimensions. Covers for manholes in the road proper shall not weigh less than 200 Kg on footpath and back yards, light weight covers of 45 cm. diameter having weight not less than 58 Kg or covers of size 92 cm x 45 cm or 61 cm x 45 cm having weight of 90 kg shall be used.

7.0 SW GULLY TRAP

SW Gully trap of specified sizes and quality shall be fixed 15cm thick and 70 cm square cement concrete 1:3:6 bedding and the gully outlet to the branch drain shall be jointed similar to joining of SW Pipes. A brick masonry chamber 30 cm x 30 cm internally shall be constructed in half brick masonry with 1:5 cement mortar and the space between the trap and the wall filled up with cement concrete 1:4:8 and the upper portion of the chamber finished internally with 1:3 cement mortar and finished with neat cement, the corners and bottom of the chamber shall be rounded off so as to slip towards the grating, In addition the chamber shall have C.I. grating with frame 30 cm x 30 cm inside) with machined seating faces, fixed on the top of the brick with cement concrete 1:2:4 and rendered smooth. The weight off grating shall not be less than 4.53 Kg and that at frame 2.72 Kg. Weight of cover shall not be less than 4.50kg.



SECTION-VII

SCHEDULE OF RATES[SOR] ATTACHED AS A SEPARATE SHEET



CUT-OUT SLIPS

ENVELOPE – (1): "TECHNO-COMMERCIAL / UN-PRICED BID" – As per ITB 11.1.1

DO NOT OPEN – THIS IS A QUOTATION

SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT

TENDER NO.: BCPL/C&P/LE16W113MK/00062)

BID SUBMISSION DUE DATE & TIME : 13.06.2016 at 1430Hrs

TO

CONTRACTS & PROCUREMENT DEPT.

M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING
TECHNO-COMMERCIAL / UN-PRICED BID



CUT-OUT SLIPS

ENVELOPE – (2): "Price Bid" – As per ITB 11.1.2

DO NOT OPEN – THIS IS A QUOTATION

SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT

TENDER NO.: BCPL/C&P/LE16W113MK/00062)

BID SUBMISSION DUE DATE & TIME : 13.06.2016 at 1430 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.
M/s Brahmaputra Cracker and
Polymer Limited (A Government of
India Enterprise), C&P Department,
Administrative Building, PO:
Lepetkata, Distt.: Diburgarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "

"Price Bid – PART - II"

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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: EXECUTION OF BALANCE CIVIL WORKS OF SV STATIONS AT LAKWA -LEPETKATA PIPELINE ALONG WITH OTHER RELATED WORKS AT BCPL PLANT

TENDER NO.: BCPL/C&P/LE16W113MK/00062)

BID SUBMISSION DUE DATE & TIME : 13.06.2016 at 1430 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.

M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING ENVELOPES PART –I & PART-II