



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/LE17W026SD/00404

Dated 10.07.2017

TENDER DOCUMENT

FOR

**“CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-
BARBARUAH, DIBRUGARH.”**

Tender Submission Date & Time	:	01.08.2017at 14:30 Hrs
Tender Opening Date & Time	:	01.08.2017at 15:00 Hrs
Pre-Bid Meeting	:	18.07.2017 at 15.00 Hrs
Tender Fee	:	Not applicable

EMD Amount	:	Rs 30,000/-
------------	---	-------------

Contact Person:- SAMRAT DUTTA

Administrative Building
BCPL Project Site, Lepetkata
Dibrugarh-786006, Assam.
sdutta@bcplindia.co.in
0373-0373-2914582 / 2914636



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

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.



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

TENDER NO: BCPL/C&P/LE17W026SD/90000404 FOR “ CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH.”

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 for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	YES
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) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC 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. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (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	BEC is included in tenders floated on Open Tender/Limited Tender basis.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

	Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	
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%.

In case of TENDERING, the following documents in addition to uploading in the bid on BCPL's TENDERING website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in TENDER by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) Demand Draft towards Tender fee (if applicable)**
- ii) EMD/Bid Security (if applicable)**
- iii) Power of Attorney**



TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB]
SECTION-II	BID EVALUATION CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY
SECTION-III	INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
SECTION-IV	GENERAL CONDITIONS OF CONTRACT [GCC]
SECTION-V	SPECIAL CONDITIONS OF CONTRACT [SCC]
SECTION-VI	SCOPE OF WORK [SOW]
SECTION-VII	HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS
SECTION-VIII	SCHEDULE OF RATES [SOR](UN-PRICED BID)
SECTION-IX	SCHEDULE OF RATES [SOR](PRICED BID)



SECTION - I

INVITATION FOR BIDS [IFB]



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

SECTION - I
INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

Date: 10.07.2017

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH.

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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 05 months from date of LOI/LOA.
II	TENDER Fee	:	Not applicable
III	Earnest Money Deposit (EMD)	:	Rs 30,000/-
IV	BID DUE DATE & TIME	:	01.08.2017 up-to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	01.08.2017 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 days from the date of opening of unpriced bids
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.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis)
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	18.07.2017 at 15.00 Hrs
X	CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT	:	7.5 % of annualized contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with TENDER. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with ITB)
XI	PAYMENT TERMS	:	As per Special conditions of Contract Part B



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

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 INSTRUCTIONS FOR PARTICIPATION IN TENDER& 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 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 ~~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 along with 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.~~
- 7.0 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.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 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..
- 10.0** BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

For participation contact CM (C&P) / Sr. Officer (C&P) Phone No. 0373 2914635; Email ID: sdutta@bcplindia.co.in;

This is not an Order.

*For & on behalf of
Brahmaputra Cracker and Polymer limited*

[Samrat Dutta]
Dy. Manager [C&P]
Ph: +91-0373-2914635; E-mail: sdutta@bcplindia.co.in;



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

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

1.1.1 Bidder should have successfully completed/executed a single order/contract of any “**Civil Construction Work**” of value not less than **7.53 lakh** during the previous seven (07) years to be reckoned from the due date of submission.

1.1.2 In this case, if the bidder is executing a rate / maintenance contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

1.2 BEC- Financial: (Not Applicable)

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:**

Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ self-attested]
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against execution of order	a) Bidder must submit the Copy of Order/LOA/contract/Agreement for the work along with its detail SOR items & scope of work which has been executed for similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/contract/Agreement must be submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ self-attested]
			etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/ authorized consultant.
2	1.1.2	Experience against execution of running Rate / Maintenance Contract	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point "a" above must be submitted clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
	1.2	Financial Experience Criteria- Document NOT APPLICABLE	

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) However, Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.



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

- (iii) *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.*

2.0 METHODOLOGY FOR EVALUATION OF BIDS:

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

- 2.2 *The service tax as applicable and to be borne by BCPL. Total quoted price excluding Service Tax of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation on over all L1 basis.*

- 2.3 **CPBG: The following CPBG clause shall be incorporated in tender document,**

The contract performance security shall be 7.5% of Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

2.4 PPP Policy 2012

Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document.

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.
-



SECTION-III

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



SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY



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

28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF PRICE BIDS
[PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. BILLING SYSTEM
47. TRANSPARENCY
48. SALE OF BID DOCUMENTS
SUBLETTING & ASSIGNMENT

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

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III: BIDDING DATA SHEET (BDS)

[H] FORMS & FORMATS



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.

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



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

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:
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
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.
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.

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.

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.



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

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	:	Health, Safety and Environment [HSE] specifications
Section-VIII	:	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



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

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 Two Bid system.** The Bid prepared by the Bidder shall comprise the following components sealed in 2 different folders:

11.1.1 FOLDER -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'



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

- (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) 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 FOLDER -II: Price Bid

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.

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.

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.

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.

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.

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.



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

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 except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 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 due 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.
- 12.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to submit copy of the **GST** Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.



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

- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under **GST** laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of GAIL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GAIL 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 **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

- 13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of **GST** to enable Owner/BCPL to claim input tax credit of **GST**



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

(CGST & SGST/UTGST or IGST) paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

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

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

13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** 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 **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

13.10 Anti-profiteering clause

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

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

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 30,000/-

(THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICE BID. OTHERWISE THE BID SHALL BE REJECTED.)

16.1 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

- 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.



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

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.



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

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
- (j) Hard copy of Bid document.

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.

[D] – 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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

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 unopened bid.

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1. IN CASE OF E- TENDERING

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

24.1.1 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 is received by BCPL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer 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 reTENDERing, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in reTENDERing of the same job(s)/item(s). Further, such bidder will be put on 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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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;



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

- (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



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

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 cenvat credit 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



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

- 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
- 8.1 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 7.5% 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



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

- 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

- 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)

Issue of tender document to MSEs free of cost.

Exemption to MSEs from payment of EMD/Bid Security.

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.



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

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.

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

In case of proprietary MSE, Proprietor(s) shall be SC/ST.

In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

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.

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 Udyog Aadhaar 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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

(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



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

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.



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

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:

Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahma Putra 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 Brahma Putra 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.

SUBLETTING & ASSIGNMENT



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

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.

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

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. CHECK MEASUREMENT

Measurement shall be recorded as per the methods of measurement spelt out in SOW/Specifications/SCC of Contract/Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/Bills shall be as under:

Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)

Site-In-Charge/Site Engineer will check 100% measurements of executed work.

EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.

An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.

Where PMC is EIC (e.g Project Construction):

PMC will check 100% measurements of executed work.

BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.

An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.

Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):

Third Party Inspector will check 100% measurements of executed work.

BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.

EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.

OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.

5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.

6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.

7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."

52. 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.

53. 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.

.....



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.

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

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

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

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

A.6 “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:

Whether the management is common;

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



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

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.

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.



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

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 same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.



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

Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

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.



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

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

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of 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.

.....



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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

- 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:

Poor Performance due to reasons other than Quality : One Year

Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): Two Years

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.



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

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:

Poor Performance due to reasons other than Quality : One Year



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

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,



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

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:

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.

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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 rTENDERing, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in rTENDERing 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.

.....



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

Annexure-1

**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

Signature of
Authorised Signatory:

Name:

Designation:



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

		GOOD
--	--	------

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	
----	---------------------	--



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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



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

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/LE17W026SD/90000404				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited.				
2.1	Name of the Contract: "CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH."				
3	BIDS FROM CONSORTIUM / JOINT VENTURE <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"><tr><td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☐ NO</td></tr><tr><td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☐ 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: Samrat Dutta, Dy. 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 2914635. Email id: sdutta@bcplindia.co.in ;				
C. PREPARATION OF BIDS					



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

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): _____ _____
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: <u>BCPL/C&P/LE17W026SD/90000404</u>
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Samrat Dutta, Dy. 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 2914635. Email id: sdutta@bcplindia.co.in ;
26	The bid opening shall take place at:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

Street Address:

Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: sdutta@bcplindia.co.in;

Date: 01.08.2017

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: 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 TENDERdocument.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO
APPLICABLE	☒ YES				
NOT APPLICABLE	☒ NO				



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

40

Public Procurement Policy for MSEs :

APPLICABLE	☒ YES
NOT APPLICABLE	☐ NO

TENDERed item (Part) is non-split able / not-divisible.

41

Provision of AHR Item :

APPLICABLE	☒ YES
NOT APPLICABLE	☐ NO

**Clause no.
27.3 of GCC**

Bonus for Early Completion:

APPLICABLE	☐ NO
NOT APPLICABLE	☒ YES



FORMS & FORMATS



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

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



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

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH.

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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 [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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 (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.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax / GST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (v) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

F-2

BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDERNO.: BCPL/C&P/LE17W026SD/90000404

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:



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

F-3

LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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. TENDERFee
8. Service Tax Registration Certificate
9. Duly certified document from chartered engineer and or chartered accountant.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

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 Brahmaputra 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.

.....



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

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: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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.



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

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDERNO.: BCPL/C&P/LE17W026SD/90000404

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:



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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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:



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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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:



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

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 Brahmaputra 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 Brahmaputra 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 Brahmaputra 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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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 our 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



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

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.

.....



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

F-10

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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, Krishi Kalyan Cess	
5	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. 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.	



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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10	Confirm acceptance of all terms and conditions of Bid Document (all sections). 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 TENDER Fee details:	Not Applicable
13	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
14	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16	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.	
17	Confirm the none of 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.	
18	All correspondence must be in ENGLISH language only.	
19	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20	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:



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

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: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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	:



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

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

F-13

BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

Sl. No	Description 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 & phone nos. of Client.	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	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:



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

CHECK LIST

F-14

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 / digital signing 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 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 along with 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).		



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs 30,000/-	YES/ NA	NO
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 4 (FOUR) MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE/UDYOG ADHAR	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 03 MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
4	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.2)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
5	TENDER Document signed & stamped as a token of acceptance to all terms & condition of tender document.	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
6	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
7	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
8	Acceptance of all technical criteria	AS PER THIS TENDER	YES	NO
9	Acceptance of all other clause & condition (both technical & financial)	AS PER THIS TENDER	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:
Date:

[Signature of Authorized Signatory of Bidder]
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 along-with the "Un-priced bid (Part-I)". **Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**



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

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 TENDERDOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

1. All documents **[to be submitted]** are required to be self-attested 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	:



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

A6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue i. Brief Details/Name (Nature) of Supply ii. Period of Contract/ Order iii. Actual Date of Completion/Execution iv. Executed Value v. Executed Qty, etc		
B	2nd Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
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		



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

		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	
--	--	---	---



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

F-15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE – NOT APPLICABLE

~~(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) (here in after 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~~



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

F-16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE
BIDDER – NOT APPLICABLE**

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: _____ [Signature of Authorized Signatory]

Chartered Accountant _____ Name:

Date: _____ Designation:

_____ Seal:

_____ Membership no.

Instructions:

- ~~The financial year would be the same as one normally followed by the bidder for its Annual Report.~~
- ~~The bidder shall provide the audited annual financial statements as required for this TENDERdocument. Failure to do so would result in the Proposal being considered as non-responsive.~~
- ~~For the purpose of this TENDERdocument, (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"~~
- ~~This certificate is to be submitted on the letter head of Chartered Accountant.~~



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

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

TENDER NO.: BCPL/C&P/LE17W026SD/90000404

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 : _____



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

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]



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

**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 PART-B

SPECIAL CONDITION OF CONTRACT

JOB : CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH

1.0 SPECIFICATIONS:

The specifications for the entire work shall be in accordance with latest APWD/CPWD specifications.

Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Engineer-In-Charge in matter of interpretation shall be final and binding on the contractor.

2.0 ORDER OF PRECEDENCE

In case of ambiguity in Schedule Of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

- (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- (b) Schedule of Rates (SOR)
- (c) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
- (d) Special /Additional conditions of contract.
- (e) General conditions of contract.

3.0 The work is required to be carried out at BCPL Township, Barbaruah.

The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications.

The various items to be operated has been dealt in schedule of rates attached with tenders documents. **The rates should include supply of all materials, man power, equipments, consumables, taxes, duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and Schedule of Rates (SOR).**

4.0 AWARD OF WORK

The price bid may consist of one or more parts/sub-heads depending upon the nature of work (s). The bidders are required to quote rates in figure as well as words for each part/sub-head. BCPL intends to award the entire work to a single bidder on overall lowest cost



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

basis, therefore, overall lowest bidder comprising of all the parts/ sub-heads shall be considered for award. The rates quoted differently for similar items in each part/ sub-head shall be considered as is for evaluation purpose. For award of work and payment thereafter, the lowest of the rates quotes for similar items in different parts/ sub-heads shall be considered.

5.0 SUBLET OF WORK

The contractor shall not sublet the contract, except with the written consent of the BCPL.

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

7.0 LOCATION AND SITE CONDITIONS

- 7.1** The site of proposed work is at BCPL Township located adjacent to NH-37 (almost 10 km from Dibrugarh Town towards Guwahati).
- 7.2** The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

8.0 TIME SCHEDULE

Total period of contract for this work will be for **5** months. The contract period for the work shall be reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such as every effort should be make 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.

9.0 SCOPE OF WORK

The work involves construction of covered stage with Green `room at BCPL Township,Barbaruah as per details mentioned in SOR.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR. Tenderer may also visit the site before quoting their rates to assess the nature of work.

10.0 DEFECT LIABILITY PERIOD

The tenderer shall guarantee all the work executed by him for a period of 1 year from the date of completion of work(s)/Part(s). If during this period any defect occurs, 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.

11.0 SCHEDULE OF WORK

The extent and nature of work has been given in Schedule of Rates (SOR) to be read in conjunction with drawings (if any) and the contractor shall quote their rates clearly in figure and words. The rates quoted shall be for completed work in all respects and shall include all taxes (except service tax), duties, material, and transportation of material, labors, all overheads and profits, and nothing extra shall be paid except the rate quoted.

12.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

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

13.0 SUPERVISION OF WORK:

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

14.0 VARIATION 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 the contractor. BCPL also reserves the right to split the item/work in full or in part during its execution (depending upon exigencies of work) without assigning any reason thereof. The decision of Engineer-In-Charge shall be final and binding on the contractor in this regard.

15.0 SAMPLES FOR APPROVAL

The contractor shall furnish to the Engineer-In-Charge for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

in advance. It is the responsibility of the contractor to arrange for tests as required by Engineer-In-Charge at his own cost. The material representing approved samples shall only be used for the construction and installation. Contract shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of EIC.

16.0 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 and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-In-Charge.

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

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.

17.0 **TERMS OF PAYMENT:**

(A) **PAYMENT OF RUNNING BILLS:**

95% payment shall be released on completion of item / work as certified in the R.A bills. Balance 5% shall be released on completion of the job along with final bill.

(B) **PAYMENT OF FINAL BILL:**

(i) 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.

(ii) **No Demand Certificate:** The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.

(C) The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge.

18.0 **CONSTRUCTION WATER AND POWER:**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

Water and electricity shall be provided by BCPL free of cost if available. The same shall be provided at one location from the nearest available source in the vicinity of the site of work. The contractor shall make his own arrangement for connection & further distribution etc. at his own cost.

19.0 EXTRA ITEM /SUBSTITUED ITEMS

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.

20.0 SITE EXECUTION

- (A) All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated. Sufficient stock of materials to be kept at site after approval of samples from Engineer-In-Charge.
- (D) The team, wherever mentioned in the tender shall mean a team, which will have one skilled person in respective field and one assisting person. In case of urgency the team may have to stay beyond normal working period as per instruction of EIC without any financial implication. Further contractor shall provide one set of uniform and one pair of shoes per year at his own cost for the labour deployed (team deployed) on supply basis to BCPL .

21.0 TOOLS, EQUIPMENTS, MACHINES ETC.

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

22.0 SPECIAL NOTE AGAINST MAINTENANCE

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

**SIGNATURE AND SEAL OF
THE CONTRACTOR**



SECTION – VI

SCOPE OF WORK

The work involves construction of covered stage with Green `room at BCPL Township, Barbaruah as per details mentioned in SOR.

The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR. Tenderer may also visit the site before quoting their rates to asses the nature of work.



SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

- 2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS
- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

S: 2925 – 1984	Industrial Safety Helmets
S: 47701 – 1968	Rubber Gloves for Electrical Purpose
S: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
S: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
S: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
S: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses



SECTION-VIII

SCHEDULE OF RATES [SOR] – UN-PRICED BID



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

TENDER NO. : BCPL/C&P/LE17W026SD/90000404

"CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH."

SCHEDULE OF RATE (SOR)-UNPRICED BID

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
1	Earthwork in excavation for foundation trenches of walls, retaining walls, footings of column, steps, septic tank etc. including refilling (return filling) the quantity as necessary after completion of work, breaking clods in return filling, dressing, watering and ramming etc. and removal of surplus earth with all lead and lifts as directed and specified in the following classification of soils including bailing out water where necessary as directed and specified. (A) Up to a depth of 2.00m below the existing ground level. All kinds of soil	Cum	35.00	QUOTED	QUOTED	QUOTED
2	Earth/ sand filling in plinth in layers not more than 150mm thick including necessary carriage, watering, ramming etc. complete as directed and specified including payment of land compensation, forest royalty, sales tax and other duties and taxes as may be necessary. (a) With earth or silt or sand obtained by head load with lead upto 90m and lift upto 2m	Cum	75.00	QUOTED	QUOTED	QUOTED
3	Providing soling in foundation and under floor with stone/ best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour and materials and if necessary dewatering, complete. (a).Brick on flat soling.	sqm	17.16	QUOTED	QUOTED	QUOTED
4	Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm in foundation bed for footing steps, walls, brick works etc. as directed and specified including dewatering if necessary, and curing	cum	35.00	QUOTED	QUOTED	QUOTED

TENDER NO: BCPL/C&P/LE17W026SD/90000404 FOR " CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP- BARBARUAH, DIBRUGARH."



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	complete (shuttering where necessary shall be measured and paid separately). (a) In prop 1cement: 3 sand :6 coarse aggregate by volume					
5	Providing form work of ordinary timber planking so as to give a rough finish including centering, shuttering, strutting and propping etc., height of propping and centering below supporting floor to ceiling not exceeding 4.0M and removal of the same for in-situ reinforced concrete and plain concrete work in: Using 25 mm thick plank.	Sqm	200.00	QUOTED	QUOTED	QUOTED
6	Providing and laying 25mm thick damp proof course with cement concrete in prop 1:1.5:3 with graded stone agg. of 10mm down nominal size including providing approved damp proof admixture in proportion as recommended by the manufacturer including curing etc. complete as directed.	Sqm	11.67	QUOTED	QUOTED	QUOTED
7	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed above plinth (i) In proportion 1:4.	cum	13.00	QUOTED	QUOTED	QUOTED
8	1st class brick nogged wall in cement mortar including racking out joints and curing complete as directed in super structure above plinth up to 1st floor level (protruding M.S rod/Tor steel of column to be embeded in cement mortar and will be measured and paid separately) i)112mm thick brick wall in 1:4	Sqm	130.00	QUOTED	QUOTED	QUOTED
9	Pointing on brick work with cement mortar including curing complete as directed.(Measurement shall be taken on surface area of the wall). A) Cement mortar prop. 1:3 b) Ruled pointing	Sqm	75.00	QUOTED	QUOTED	QUOTED
10	Providing and laying reinforced cement cconcrete works cement, coarse sand & 20mm down graded stone aggregate including dewatering if necessary, and curing complete but excluding cost of form work and reinforcement for	cum	40.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	reinforced cement concrete work (form work and reinforcement will be measured and paid separately) i) M20 grade concrete or Prop. 1:1.5:3					
11	15 mm thick cement plaster in single coat on brick/concrete walls at all levels including arises, internal rounded angles finished even and smooth including curing complete as directed i) In cement mortar 1:4	sqm	273.00	QUOTED	QUOTED	QUOTED
12	Supplying, fitting and fixing in position reinforcement bars conforming to relevant I.S. Code for R.C.C. work/ R.B. walling including straightening, cleaning, cutting and bending to proper shapes and length as per details, supplying and binding with 20G annealed black wire and placing in position with proper blocks, supports, chairs, spacers etc. complete. (No extra measurement for lap, hook, chair, anchor etc. will be entertained in the measurement as they are included in the rate) (Upto 1st floor level) (i)Super Ductile (SD) TMT reinforcement bars	Qtl.	27.00	QUOTED	QUOTED	QUOTED
13	Finishing wall with water proofing cement paint of approved brand and manufacture and of required shade on old wall surface (one coats) to give an even shade after throughly brooming the surfaces to remove all dirt and remains of loose or softened paint.	sqm.	370.00	QUOTED	QUOTED	QUOTED
14	Providing two coats of J.K Wall Putty (White Cement based putty for concrete/ mortar walls and ceiling both internal and external) after removing all loosely adhering material from the wall surface with the help of emery stone, putty blade or wire brush and moistening the wall with sufficient quantity of clean water as specified and directed by the department. (Total thickness of two coats is maximum 1.5mm)	sqm.	238.37	QUOTED	QUOTED	QUOTED
15	Applying primary coat over new steel	sqm	40.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	and other metal surface after preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and scoured with wire brushes, fine steels, wood scrapers and sand paper. With ready mixed "red-lead/red oxide" primer					
16	Painting two coats (excluding priming coat) on with enamel paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) to give an even shade including cleaning the surfaces of all dirt, dust and other foreign matter sand papering and stopping. (i). Surfaces over 100mm in width or girth.	sqm	40.00	QUOTED	QUOTED	QUOTED
17	Providing fitting, hoisting and fixing of roof trusses including purlins fabricated using MS circular hollow section conforming to relevant I.S. code, as per approved design and drawings including providing M.S. cleats, base plates, bolts and nuts and one coat of red oxide Zinc Chromate primer and two coats of approved enamel paints complete including fitting necessary cleats etc. for fixing ceiling joists as per design and drawing as directed. i) ISI marked approved circular hollow section	Qtl	16.47	QUOTED	QUOTED	QUOTED
18	Providing Pre Painted Galvanized Iron Sheet Curved Roofing (PPGI) at all levels including fitting and fixing with self drilling, self tapping screws complete. (Roof trusses, purlins etc. to be measured and paid separately.) TATA Blue scope/ Dyna roof / Durakolor / Wonder Roof or equivalent as directed by the Departement 0.50 mm thick	sqm	70.00	QUOTED	QUOTED	QUOTED
19	Providing Pre Painted Galvanized Iron Sheet (PPGI) accessories (Ridges / Valley / Gutter / Flashing) at all levels including fitting and fixing self drilling, self tapping screws complete. TATA Blue scope/ Dyna roof /	RM	10.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	Durakolor /Wonder Roof or equivalent as directed by the Departement.(0.5mm thick)					
20	Paver block pavement Providing SUN ROCK HIGH CTS/ DEVI paver block/tiles of concrete grade M30 or above of approved quality, size, shape of specified thickness over a leveling bedding layer of 30mm compacted sand over a base course of WBM or PCC (Base course to be paid separatly) including cutting where necessary finished with spreading , sweeping jointing sand and compacting the pavers using vibrating compactor as specified and directed. SUN ROCK HIGH CTS/ Devi Tiles (Pavers) (b) 60 mm thick	SQM	100.00	QUOTED	QUOTED	QUOTED
21	Providing, fitting and fixing anodised aluminium sliding windows and ventilators of standard sections of approved brand without horizontal glazing bars, joints mitred and welded (manufactured to relevant IS specifications) and providing and fixing handles, angle cleat, rubber gasket, roller, bolting device, locking arrangements, screws etc as required complete as specified and directed for all levels. (a)2 Track sliding window (ii)5mm frosted glass	SQM	10.00	QUOTED	QUOTED	QUOTED
22	Providing, fitting and fixing PVC Door shutters of 37mm (single panel seamless finish) of Syntex make, at all levels made of extruded sections in the configuration of 'A'.The overall dimension is 37mm x 90mm, with usual process variation having a wall thickness of 2mm with a variation of +0.03mm provided with all plastic reinforcement to avoid rusting. The shutter frame is mitred and joined at the corners by means of stainless steel screws.The corners of the shutter frame are being reinforced by polymeric reinforcement of the size 125mm x 250mm and the lock rail is reinforced by 45 x18 x255 size reinforcement.	SQM	4.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
23	Providing plinth protection 50mm thick to cement concrete 1 : 3 : 6 with coarse agg.of 20mm nominal size including finishing the surface with 10mm thick cement plaster in proportion 1:3 with a floting coat of neat cement finished.	Sqm	20	QUOTED	QUOTED	QUOTED
24	Providing VITRIFIED floor tiles of approved quality of specified size, shape and thickness not less than 18mm on floors, skirtings, risers and treads of steps over 15 mm thick base of cement mortar in prop. 1:3 (1 cement : 3 coarse sand) including cutting where necessary finished with flush pointing with Fix-A-Tile (Choksey/Sika/Pedelite/Rouf) / white cement slurry mixed with approved pigment to match shade of tiles, mixed with approved pigment to match the shade of the tiles, complete at all levels as specified and directed. (Coloured pigment should be in conformity with colour of tiles and as approved and directed by the Department) a) Normal range Somany/ Orient/Nitco /Varmora/VITA/ Marbito/ Make ii) Of size 600mmx600mm and above	Sqm	30.00	QUOTED	QUOTED	QUOTED
25	Kota-stone slab flooring of 18 mm thick over 20mm thick base of cement plaster 1:6 (1 cement : 6 coarse sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. (1) 550mm x 550mm	SQM	55.00	QUOTED	QUOTED	QUOTED
26	Electrification: Wiring with caping casing,supply and fixing of tube light(2nos in room, 1 no. each in 2 toilets),fans(2nos in rooms),switch boards with fittings,bulbs,MCB,exhaust fans(2 nos in toilets) all nesssry fittings all complete,connection to the source, pipe earthing etc as directed by EIC.(Make: Havels or equivalent)	LS		QUOTED	QUOTED	QUOTED
27	Providing, fitting and fixing factory made Santro Flush door shutters	sqm	5.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	having core & cross bands fabricated from seasoned 1st class timber, 25mm core battens, 2.5mm to 3.5mm uniformly thick cross bands, styles & rails made from hardwood timber of width not less than 50mm, fixed to the door frames (chowkath) with necessary hinges, screws, bolts etc. as specified and directed at all levels (Door fixtures and fittings to be measured and paid seperately.) (b) 35mm thick					
28	Providing fitting and fixing vitreous water closet squatting pan (Indian type W.C Orissa pattern) with all fittings and fixtures complete including cutting and making good to the walls and floors wherever required. (Flushing Cistern to be paid separately) Indian type Orissa pattern of size 500mm a) White i) Parryware make or equivalent	each	2.00	QUOTED	QUOTED	QUOTED
29	Supplying, fitting and fixing PVC flushing cistern with all internal fittings with CI brackets including fitting and fixing standard size CP flush pipe, union clamps etc. complete as directed and specified (pipes will be measured separately) i) Parryware make or equivalent a) White (ii) Deluxe Single Flush	each	2.00	QUOTED	QUOTED	QUOTED
30	Corner Basin (A) Parryware or equivalent Make white (i) Corner 400 x 400	each	2.00	QUOTED	QUOTED	QUOTED
31	Providing fitting and fixing Mirror with plastic frame of size 500x400mm complete as directed and specified.	each	2.00	QUOTED	QUOTED	QUOTED
32	Glass shelf with C.P. guard rail (i) Agmeco make or equivalent	each	2.00	QUOTED	QUOTED	QUOTED
33	Providing, fitting and fixing recessed soap tray / soap dish complete as directed and specified. (b) Sona Make or equivalent	each	2.00	QUOTED	QUOTED	QUOTED
34	Providing, fitting and fixing CP towel rail complete as directed and specified.	each	2.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	(b) Sona make or equivalent					
35	Providing, fitting and fixing Chrome Plated TOILET PAPER holder complete as directed and specified. (d) Sona make or equivalent	each	2.00	QUOTED	QUOTED	QUOTED
36	Providing, fitting and fixing Chrome Plated waste coupling complete as directed and specified. (b) Sona or equivalent	each	2.00	QUOTED	QUOTED	QUOTED
37	Supplying, fitting and fixing PVC pipes of 6 Kg/cm2 (Supreme/Prince) or other ISI approved including joining ,fitting and fixing wiyh clamps etc.as necessary complete at all levels including below G.L as directed and specified. a) In exposed surfaces or in trenches. (i) 160mm dia.	each	5.00	QUOTED	QUOTED	QUOTED
38	(iv) 75mm dia.	each	5.00	QUOTED	QUOTED	QUOTED
39	Supplying fitting and fixing 45degree PVC bend of (Supreme/Prince) or other ISI approved including joining , fitting and fixing etc. as necessary complete at all levels including below G.L. as directed and specified. a) In exposed surfaces or in trenches. (i) 160mm dia	each	5.00	QUOTED	QUOTED	QUOTED
40	(iv) 75mm dia.	each	5.00	QUOTED	QUOTED	QUOTED
41	Providing fitting and fixing 450mm dia. 90mm thick C.I. Man hole cover and frame of 25 Kg. weight complete as directed and specified.		2.00	QUOTED	QUOTED	QUOTED
42	Supplying fitting and fixing SFMC (SAVOIR-FAIRE MANUFACTURING CO. PVT.LTD.) brand 3 layered (outer green coloured,UV Stabilised,middle black coloured and inner white coloured (with antimicrobial property) fusion welded P.P.R (Polypropelene Random Co-Polymer) pipes of following size with all necessary fitting such as bend ,tee, elbow,reducer,plug and clamp etc. complete at all levels as directed and specified. (i) In exposed surface or trenches (d) 32 mm OD (PN-16) SFMC brand 3 layer P.P.R. pipe	rm	10.00	QUOTED	QUOTED	QUOTED
43	(e) 40 mm OD (PN-16) SFMC brand 3 layer P.P.R. pipe	rm	15.00	QUOTED	QUOTED	QUOTED
44	Providing and fixing 3 layer (Outer	rm	10.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	green / GREY coloured UV Stabilised, middle black coloured UV Stabilised and innermost layer white coloured with antimicrobial property) Fusion welded PP-R (Poly propylene-random copolymer) Pipes, SDR 7.4 having thermal stability for hot and cold water supply conforming IS 15801-2008 including all plain PP-R fittings and brass threaded PP-R fitting and clamping, cutting and making good to the damages. (A) Exposed or in trenches SFMC/ FUSION brand or other brand of equivalent quality. c) PN-16 Pipe,25 mm OD,SDR-7.4					
45	f) PN-16 Pipe,32 mm OD,SDR-7.4	rm	10.00	QUOTED	QUOTED	QUOTED
46	Supplying fitting and fixing C.P. bib cock 15mm dia of approved brand directed and specified. (G.I. & C.P pipes will be measured separately) Essco make (Delux/Sumthing spl./Tropical) (a) Bib cock short body	each	6.00	QUOTED	QUOTED	QUOTED
47	Supplying fitting and fixing chrome plated (C.P.) stop-cock of approved brand and size as mentioned below as directed and specified.(G.I. & C.P pipes will be measured and paid separately) Sona brand (a) 15mm dia Stop cock male-female /Angle stop cock	each	3.00	QUOTED	QUOTED	QUOTED
48	Supplying and fitting fixing C.P. pillar cock of 15mm dia of approved brand as specified and directed. SONA make (a) Light type	each	8.00	QUOTED	QUOTED	QUOTED
49	Structural steel work in sigle sections including cutting, hoisting, fixing in position and applying a priming coat of red lead paint (up to 4.6m height) from plinth level including drilling holes, supplying, fitting and fixing with bolts and nuts or welding, if necessary as directed.					
50	i) In M.S. angles,beam, channels, Tees ,pipes etc.	Qtl	2.00	QUOTED	QUOTED	QUOTED
51	Supplying and placing plastic cylindrical vertical claused top (PCVC) tank of Sintex / Polycon / Patton	each	1.00	QUOTED	QUOTED	QUOTED



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	make over the staging with manhole cover with locking and cleaning arrangement including providing pads of size as required for inlet and outlet pipes 500 Ltr. Capacity (a) Sintex make or equivalent					
GRAND TOTAL (IN INR)						

NOTE:- BIDDER TO MENTION THE FOLLOWING:-

- 1) SAC CODE: _____
- 2) GST %: _____
- 3) Bidders are required to read the tender conditions carefully and quote the rates strictly as per the above SOR and not to use any other format.
- 4) The bidder is required to quote the rates in figures and words. In case of discrepancy, correction of errors will be done as per clause no. 29 of ITB of tender document.



SECTION-IX

SCHEDULE OF RATES [SOR] – PRICED BID PART - B



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

TENDER NO. : BCPL/C&P/LE17W026SD/90000404

“ CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH.”

SCHEDULE OF RATE (SOR)-PRICED BID (BIDDER TO MENTION PRICE IN PRICED SOR)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
1	Earthwork in excavation for foundation trenches of walls, retaining walls, footings of column, steps, septic tank etc. including refilling (return filling) the quantity as necessary after completion of work, breaking clods in return filling, dressing, watering and ramming etc. and removal of surplus earth with all lead and lifts as directed and specified in the following classification of soils including bailing out water where necessary as directed and specified. (A) Up to a depth of 2.00m below the existing ground level. All kinds of soil	Cum	35.00			
2	Earth/ sand filling in plinth in layers not more than 150mm thick including necessary carriage, watering, ramming etc. complete as directed and specified including payment of land compensation, forest royalty, sales tax and other duties and taxes as may be necessary. (a) With earth or silt or sand obtained by head load with lead upto 90m and lift upto 2m	Cum	75.00			
3	Providing soling in foundation and under floor with stone/ best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour and materials and if necessary dewatering, complete. (a).Brick on flat soling.	sqm	17.16			
4	Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm in foundation bed for footing steps, walls, brick works etc. as directed and specified including	cum	35.00			

TENDER NO: BCPL/C&P/LE17W026SD/90000404 FOR “ CONSTRUCTION OF COVERED STAGE IN BCPL - TOWNSHIP-BARBARUAH, DIBRUGARH.”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	dewatering if necessary, and curing complete (shuttering where necessary shall be measured and paid separately). (a) In prop 1cement: 3 sand :6 coarse aggregate by volume					
5	Providing form work of ordinary timber planking so as to give a rough finish including centering, shuttering, strutting and propping etc., height of propping and centering below supporting floor to ceiling not exceeding 4.0M and removal of the same for in-situ reinforced concrete and plain concrete work in: Using 25 mm thick plank.	sqm	200.00			
6	Providing and laying 25mm thick damp proof course with cement concrete in prop 1:1.5:3 with graded stone agg. of 10mm down nominal size including providing approved damp proof admixture in proportion as recommended by the manufacturer including curing etc. complete as directed.	Sqm	11.67			
7	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed above plinth (i) In proportion 1:4.	cum	13.00			
8	1st class brick nogged wall in cement mortar including racking out joints and curing complete as directed in super structure above plinth up to 1st floor level (protruding M.S rod/Tor steel of column to be embeded in cement mortar and will be measured and paid separately) i)112mm thick brick wall in 1:4	sqm	130.00			
9	Pointing on brick work with cement mortar including curing complete as directed.(Measurement shall be taken on surface area of the wall). A) Cement mortar prop. 1:3 b) Ruled pointing	Sqm	75.00			
10	Providing and laying reinforced cement croncrete works cement, coarse sand & 20mm down graded stone aggregate including dewatering if necessary, and curing complete but excluding cost of form	cum	40.00			



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	work and reinforcement for reinforced cement concrete work (form work and reinforcement will be measured and paid separately) i) M20 grade concrete or Prop. 1:1.5:3					
11	15 mm thick cement plaster in single coat on brick/concrete walls at all levels including arises, internal rounded angles finished even and smooth including curing complete as directed i) In cement mortar 1:4	sqm	273.00			
12	Supplying, fitting and fixing in position reinforcement bars conforming to relevant I.S. Code for R.C.C. work/ R.B. walling including straightening, cleaning, cutting and bending to proper shapes and length as per details, supplying and binding with 20G annealed black wire and placing in position with proper blocks, supports, chairs, spacers etc. complete. (No extra measurement for lap, hook, chair, anchor etc. will be entertained in the measurement as they are included in the rate) (Upto 1st floor level) (i)Super Ductile (SD) TMT reinforcement bars	Qtl.	27.00			
13	Finishing wall with water proofing cement paint of approved brand and manufacture and of required shade on old wall surface (one coats) to give an even shade after thoroughly brooming the surfaces to remove all dirt and remains of loose or softened paint.	sqm.	370.00			
14	Providing two coats of J.K Wall Putty (White Cement based putty for concrete/ mortar walls and ceiling both internal and external) after removing all loosely adhering material from the wall surface with the help of emery stone, putty blade or wire brush and moistening the wall with sufficient quantity of clean water as specified and directed by the department. (Total thickness of two coats is maximum 1.5mm)	sqm.	238.37			



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
15	Applying primary coat over new steel and other metal surface after preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter and scoured with wire brushes, fine steels, wood scrapers and sand paper. With ready mixed "red-lead/red oxide" primer	sqm	40.00			
16	Painting two coats (excluding priming coat) on with enamel paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) to give an even shade including cleaning the surfaces of all dirt, dust and other foreign matter sand papering and stopping. (i). Surfaces over 100mm in width or girth.	sqm	40.00			
17	Providing fitting, hoisting and fixing of roof trusses including purlins fabricated using MS circular hollow section conforming to relevant I.S. code, as per approved design and drawings including providing M.S. cleats, base plates, bolts and nuts and one coat of red oxide Zinc Chromate primer and two coats of approved enamel paints complete including fitting necessary cleats etc. for fixing ceiling joists as per design and drawing as directed. i) ISI marked approved circular hollow section	Qtl	16.47			
18	Providing Pre Painted Galvanized Iron Sheet Curved Roofing (PPGI) at all levels including fitting and fixing with self drilling, self tapping screws complete. (Roof trusses, purlins etc. to be measured and paid separately.) TATA Blue scope/ Dyna roof / Durakolor / Wonder Roof or equivalent as directed by the Departement 0.50 mm thick	sqm	70.00			
19	Providing Pre Painted Galvanized Iron Sheet (PPGI) accessories (Ridges / Valley / Gutter / Flashing) at all levels including fitting and fixing self drilling, self tapping screws complete.	RM	10.00			



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	TATA Blue scope/ Dyna roof / Durakolor /Wonder Roof or equivalent as directed by the Departement.(0.5mm thick)					
20	Paver block pavement Providing SUN ROCK HIGH CTS/ DEVI paver block/tiles of concrete grade M30 or above of approved quality, size, shape of specified thickness over a leveling bedding layer of 30mm compacted sand over a base course of WBM or PCC (Base course to be paid separatly) including cutting where necessary finished with spreading , sweeping jointing sand and compacting the pavers using vibrating compactor as specified and directed. SUN ROCK HIGH CTS/ Devi Tiles (Pavers) (b) 60 mm thick	SQM	100.00			
21	Providing, fitting and fixing anodised aluminium sliding windows and ventilators of standard sections of approved brand without horizontal glazing bars, joints mitred and welded (manufactured to relevant IS specifications) and providing and fixing handles, angle cleat, rubber gasket, roller, bolting device, locking arrangements, screws etc as required complete as specified and directed for all levels. (a)2 Track sliding window (ii)5mm frosted glass	SQM	10.00			
22	Providing, fitting and fixing PVC Door shutters of 37mm (single panel seamless finish) of Syntex make, at all levels made of extruded sections in the configuration of 'A'.The overall dimension is 37mm x 90mm, with usual process variation having a wall thickness of 2mm with a variation of +0.03mm provided with all plastic reinforcement to avoid rusting. The shutter frame is mitred and joined at the corners by means of stainless steel screws.The corners of the shutter frame are being reinforced by polymeric reinforcement of the size 125mm x 250mm and the lock rail is reinforced by 45 x18 x255 size	SQM	4.00			



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	reinforcement.					
23	Providing plinth protection 50mm thick to cement concrete 1 : 3 : 6 with coarse agg.of 20mm nominal size including finishing the surface with 10mm thick cement plaster in proportion 1:3 with a floting coat of neat cement finished.	Sqm	20			
24	Providing VITRIFIED floor tiles of approved quality of specified size, shape and thickness not less than 18mm on floors, skirtings, risers and treads of steps over 15 mm thick base of cement mortar in prop. 1:3 (1 cement : 3 coarse sand) including cutting where necessary finished with flush pointing with Fix-A-Tile (Choksey/Sika/Pedelite/Rouf) / white cement slurry mixed with approved pigment to match shade of tiles, mixed with approved pigment to match the shade of the tiles, complete at all levels as specified and directed. (Coloured pigment should be in conformity with colour of tiles and as approved and directed by the Department) a) Normal range Somany/ Orient/Nitco /Varmora/VITA/ Marbito/ Make ii) Of size 600mmx600mm and above	Sqm	30.00			
25	Kota-stone slab flooring of 18 mm thick over 20mm thick base of cement plaster 1:6 (1 cement : 6 coarse sand) laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. (1) 550mm x 550mm	SQM	55.00			
26	Electrification: Wiring with caping casing,supply and fixing of tube light(2nos in room, 1 no. each in 2 toilets),fans(2nos in rooms),switch boards with fittings,bulbs,MCB,exhaust fans(2 nos in toilets) all necessry fittings all complete,connection to the source, pipe earthing etc as directed by EIC.(Make: Havels or equivalent)	LS				



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
27	Providing, fitting and fixing factory made Santro Flush door shutters having core & cross bands fabricated from seasoned 1st class timber, 25mm core battens, 2.5mm to 3.5mm uniformly thick cross bands, styles & rails made from hardwood timber of width not less than 50mm, fixed to the door frames (chowkath) with necessary hinges, screws, bolts etc. as specified and directed at all levels (Door fixtures and fittings to be measured and paid seperately.) (b) 35mm thick	sqm	5.00			
28	Providing fitting and fixing vitreous water closet squatting pan (Indian type W.C Orissa pattern) with all fittings and fixtures complete including cutting and making good to the walls and floors wherever required. (Flushing Cistern to be paid separately) Indian type Orissa pattern of size 500mm a) White i) Parryware make or equivalent	each	2.00			
29	Supplying, fitting and fixing PVC flushing cistern with all internal fittings with CI brackets including fitting and fixing standard size CP flush pipe, union clamps etc. compete as directed and specified (pipes will be measured separately) i) Parryware make or equivalent a) White (ii) Deluxe Single Flush	each	2.00			
30	Corner Basin (A) Parryware or equivalent Make white (i) Corner 400 x 400	each	2.00			
31	Providing fitting and fixing Mirror with plastic frame of size 500x400mm complete as directed and specified.	each	2.00			
32	Glass shelf with C.P. guard rail (i) Agmeco make or equivalent	each	2.00			
33	Providing, fitting and fixing recessed soap tray / soap dish complete as directed and specified. (b) Sona Make or equivalent	each	2.00			



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
34	Providing, fitting and fixing CP towel rail complete as directed and specified. (b) Sona make or equivalent	each	2.00			
35	Providing, fitting and fixing Chrome Plated TOILET PAPER holder complete as directed and specified. (d) Sona make or equivalent	each	2.00			
36	Providing, fitting and fixing Chrome Plated waste coupling complete as directed and specified. (b) Sona or equivalent	each	2.00			
37	Supplying, fitting and fixing PVC pipes of 6 Kg/cm2 (Supreme/Prince) or other ISI approved including joining ,fitting and fixing wiyh clamps etc.as necessary complete at all levels including below G.L as directed and specified. a) In exposed surfaces or in trenches. (i) 160mm dia.	each	5.00			
38	(iv) 75mm dia.	each	5.00			
39	Supplying fiting and fixing 45degree PVC bend of (Supreme/Prince) or other ISI approved including joining , fitting and fixing etc. as necessary complete at all levels including below G.L. as directed and specified. a) In exposed surfaces or in trenches. (i) 160mm dia	each	5.00			
40	(iv) 75mm dia.	each	5.00			
41	Providing fitting and fixing 450mm dia. 90mm thick C.I. Man hole cover and frame of 25 Kg. weight complete as directed and specified.		2.00			
42	Supplying fitting and fixing SFMC (SAVOIR-FAIRE MANUFACTURING CO. PVT.LTD.) brand 3 layered (outer green coloured,UV Stabilised,middle black coloured and inner white coloured (with antimicrobial property) fusion welded P.P.R (Polypropelene Random Co-Polymer) pipes of following size with all necessary fitting such as bend ,tee, elbow,reducer,plug and clamp etc. complete at all levels as directed and specified. (i) In exposed surface or trenches	rm	10.00			



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	(d) 32 mm OD (PN-16) SFMC brand 3 layer P.P.R. pipe					
43	(e) 40 mm OD (PN-16) SFMC brand 3 layer P.P.R. pipe	rm	15.00			
44	Providing and fixing 3 layer (Outer green / GREY coloured UV Stabilised, middle black coloured UV Stabilised and innermost layer white coloured with antimicrobial property) Fusion welded PP-R (Poly propylene-random copolymer) Pipes, SDR 7.4 having thermal stability for hot and cold water supply conforming IS 15801-2008 including all plain PP-R fittings and brass threaded PP-R fitting and clamping, cutting and making good to the damages. (A) Exposed or in trenches SFMC/ FUSION brand or other brand of equivalent quality. c) PN-16 Pipe,25 mm OD,SDR-7.4	rm	10.00			
45	f) PN-16 Pipe,32 mm OD,SDR-7.4	rm	10.00			
46	Supplying fitting and fixing C.P. bib cock 15mm dia of approved brand directed and specified. (G.I. & C.P pipes will be measured separately) Essco make (Delux/Sumthing spl./Tropical) (a) Bib cock short body	each	6.00			
47	Supplying fitting and fixing chrome plated (C.P.) stop-cock of approved brand and size as mentioned below as directed and specified.(G.I. & C.P pipes will be measured and paid separately) Sona brand (a) 15mm dia Stop cock male-female /Angle stop cock	each	3.00			
48	Supplying and fitting fixing C.P. pillar cock of 15mm dia of approved brand as specified and directed. SONA make (a) Light type	each	8.00			
49	Structural steel work in sigle sections including cutting, hoisting, fixing in position and applying a priming coat of red lead paint (up to 4.6m height) from plinth level including drilling holes, supplying, fitting and fixing with bolts and nuts or welding, if					



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	UNIT RATE		TOTAL
				E		
A	B	C	D	IN FIG	IN WORDS	F=D X E
	necessary as directed.					
50	i) In M.S. angles,beam, channels, Tees ,pipes etc.	Qtl	2.00			
51	Supplying and placing plastic cylindrical vertical claused top (PCVC) tank of Sintex / 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 500 Ltr. Capacity (a) Sintex make or equivalent	each	1.00			
GRAND TOTAL (IN INR)						

NOTE:- BIDDER TO MENTION THE FOLLOWING:-

- 1) SAC CODE: _____
- 2) GST %: _____
- 3) Bidders are required to read the tender conditions carefully and quote the rates strictly as per the above SOR and not to use any other format.
- 4) The bidder is required to quote the rates in figures and words. In case of discrepancy, correction of errors will be done as per clause no. 29 of ITB of-1f tender document.