



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150277/ND

Date: 31/03/2016

To,

**BID DOCUMENT FOR APPOINTMENT OF CUSTOM HOUSE AGENT (CHA) FOR
IMPORT CONSIGNMENTS INCLUDING TRANSPORTATION FROM PORT OF
CLEARANCE TO BCPL LEPETKATA/ LAKWA/ DULIAJAN**

OPEN DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609/611*

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Administrative building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA–201 301: Tel: 0120-2513102, 011-26185941(Fax)

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SECTION IA**REQUEST FOR QUOTATION (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system for APPOINTMENT OF CUSTOM HOUSE AGENT (CHA) FOR IMPORT CONSIGNMENTS INCLUDING TRANSPORTATION FROM PORT OF CLEARANCE TO BCPL LEPETKATA/ LAKWA/ DULIAJAN, as detailed below in complete accordance with enclosed tender document:

1. SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150277/ND
1.2.3	Bid documents available on Website & BCPL office	From 9.00hrs on 31/03/2016 on www.bcplonline.co.in and www.gailtenders.in ,
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-SECTION III of tender
1.2.4	Pre-Bid Meeting	07/04/2016 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	26/04/2016 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	26/04/2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 3,11,000/-(Rupees three lakh eleven thousand only)
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT

		P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Neeta Dutta, Dy.Manager (C&P) E-mail: neeta.dutta@bcplindia.co.in Ph. No. +91-373-2914611/09

The bid will be submitted in 02 (two) parts as follows:

PART –I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate along with the following documents.

- i) EMD/Bid security.
 - ii) Power of Attorney.
 - iii) Demand Draft towards Bidding Document Fee/Tender Fee (If downloaded from web site)
- UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender.

EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 4 of RFQ of Tender Document]

It should contain only the “ EMD/BG” and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the un-priced bid.

Part –II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender.

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date. Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that "The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection.

2. BIDDER’S ELIGIBILITY CRITERIA

2.1. TECHNICAL CRITERIA:

- 2.1.1** Bidder must have the valid CHA license in their name. A copy of license duly certified/ attested by Chartered Engineer **AND** Notary Public with legible stamp to be submitted along with the tender document.
- 2.1.2** Bidder should have executed at-least one single work order of value not less than Rs. 77 Lakh for custom clearance of similar nature of imported cargos in preceding 07 years (reckoned from bid due date).
- 2.1.3** Bidder must submit following documents in support of meeting the experience criteria during the preceding 07 years as detailed above :-
- a) Copies of Work Order /Service orders set (including scope of work, SCC, SOR etc. which should be sufficient to ascertain experience) issued by client duly certified/ attested by Chartered Engineer **AND** Notary Public with legible stamp.
 - b) Completion/Execution Certificate in respect of work/service order and it should clearly contain the work/service order reference number, executed value and quantity, actual date of completion etc. Also, the completion certificate /Client Certificate must clearly indicate Full address of Client officer issuing the certificate. Same has to be certified/ attested by Chartered Engineer **AND** Notary Public with legible stamp.

NOTE:

- I. Experience acquired by a bidder as a sub-contractor and bids of joint venture/ consortium are not acceptable.
- II. In case of running contract and contract value executed till one day prior to the due date of submission is equal to or more than minimum prescribed value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted work execution certificate to this effect issued by end user/owner along with the order copies (Work order & completion/execution certificate to be submitted as per point no. '2.1.3' above).
- III. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- IV. For experience based on composite works:
In case bidder has executed a composite work in a single contract which includes qualifying work stated above at **2.1.2**, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

2.2. FINANCIAL CRITERIA:

- 2.2.1.** The minimum annual turnover achieved by the bidder as per the audited financial results during any one of the three immediate preceding financial years shall be Rs. 77 lakhs .(FY 2015-16,14-15 & 13-14)
- 2.2.2.** The financial Net Worth of the bidder should be positive as per the latest Audited Financial Statement.
- 2.2.3.** The Minimum working capital of the bidder as per immediate preceding year's audited financial results shall be Rs. 15.6 lakhs (FY 2016-15) .If the bidder's working capital is inadequate the bidder should supplement this with a letter from bidder's bank, having a net worth not less than INR 100 Crore, confirming the availability of the line of credit to cover the inadequacy of working capital requirement.
- *Bidder shall submit details of Financial Capability of bidder in the prescribed format (Annexure Z) duly signed & stamped by Chartered accountant.*
 - *Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.*
The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.

Non-Compliance to above BEC shall hold the bid liable for rejection.

3. TECHNICAL SPECIFICATION :

Refer SPECIAL CONDITION OF CONTRACT –SECTION III of tender document.

4. EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 3,11,000/-(Rupees three lakh eleven thousand only). For details refer point no. 6 of General Condition of Contract .In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.
- The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of 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 a letter head.
- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/opened.

- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5. EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
4. The statutory variance in Excise duty +Ed Cess , Cst, Vat ,if any applicable on finish goods or Service tax on service contract within the contractual delivery period shall be to purchaser's account against submission of the documentary evidence .However , any increase in the rate of these taxes and duties beyond the contractual completion period shall be to seller's account . Any decrease in the rate of taxes & duties shall be passed on the purchaser.

6. SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.

- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

7. PUBLIC PROCUREMENT POLICY (PPP), 2012

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be incorporated in all tenders:

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

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

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) 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 Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

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

8. PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the Format F8 of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

9. PRICE BASIS:

FOT Site basis

10. VAT / CST No.:

Bidder need to indicate valid sales tax registration no. in the quotation.

11. SECURITY DEPOSIT:

7.5 % of one year contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 15 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 GCC- Clause No. 24)

12. GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

- Tender Fee: 1500/-
Bidder may download the tender documents from GAIL's or BCPL's website . In that case bidder must furnish the tender fees in the form of DD along with the un priced bid.
Tender documents are also available at BCPL office at Lepetkata, Dibugarh . Vendor can collect the tender documents against payment of prescribed tender fee. The tender fee will be acceptable in the form of 'crossed payee accounts only' Bank Drafts / Banker Cheque favor of M/s Brahmaputra Cracker and Polymer Limited, payable at Dibugarh
- Bidder may download the tender documents from GAIL's or BCPL's website If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/altered, as per format enclosed

13. INSURANCE:

As per tender

14. FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

15. OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

16. REJECTION CRITERIA:

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD/Bid Bond; Tender Fee
- iii) Scope of work
- iv) Technical Specifications
- v) Price Schedule
- vi) Delivery / Completion Schedule
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Guarantee/Warranty Clause
- xi) Force Majeure
- xii) Applicable Laws
- xiii) non submission of TECHNICAL QUESTIONNAIRE CUM VENDOR QUALIFICATION SHEET as per section : III

Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

17. ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) Special conditions of contracts
- ii) RFQ Covering Letter
- iii) Instruction to Bidders
- iv) General conditions of contracts

- 18.** All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-12 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

Office of the Dy. General Manager (C&P)
Administrative Building ,Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914611/609

If you require any further information, feel free to contact us.

Yours faithfully,

For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)

Neeta Dutta

Dy. Manager (Contracts & Procurement)

E-Mail: neeta.dutta@bcplindia.co.in

Ph no: 0373-2914611

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150277/ND

ITEM: BID DOCUMENT FOR APPOINTMENT OF CUSTOM HOUSE AGENT (CHA) FOR IMPORT CONSIGNMENTS INCLUDING TRANSPORTATION FROM PORT OF CLEARANCE TO BCPL LEPETKATA/ LAKWA/ DULIAJAN

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 26/04/2016

Date and time for opening of bids: 15.00 hrs (IST) on 26/04/2016

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914611
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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(To be pasted on the outer envelope containing envelopes Part-II)

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A. General

1. Scope of Bid

1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section III, Special Conditions of Contract, hereinafter referred to as "the Services".

1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

2.2 A bidder shall not be affiliated with a firm or entity.

(i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.

2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.

2.4 The bidder is not put on holiday by BCPL, GAIL or black listed by any Government Department /Public Sector.

3. Bid Evaluation Criteria

Please refer clause 2.0 of RFQ

4. One Bid per participates

4.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participate in more than one bid will cause all the proposals in which the bidder has Bidder participated to be disqualified.

5. Cost of Bidding

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. Site Visit

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the

bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

7. Service Tax

Please Refer Clause No 6 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

7.2. Income Tax deduction shall be made from all payments of the contractor as per rules and Tax regulation in force in accordance with the Income Tax Act prevailing from time to time.

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for quotation (RFQ) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids.

BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

10.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

10.2 The amendment will be notified to all prospective bidders through proper medium and will be binding on them.

10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.

C. PREPARATION OF BIDS

11. Language of Bid

II. I The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH.

12. Documents Comprising the Bid

(a) The bid prepared by the bidder shall comprise the following components:

(b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain the following:

ii) Covering Letter as per format "Submission of tender" enclosed with GCC

iii) Bidder's general details/information as per format F-1.

iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

v) A Bid Form as per format F-2.

vi) Copies of documents as required in F-3

vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".

viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.

ix) Bid security in accordance with Clause no 4 of RFQ & Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4.

- x) F 11 , Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xii) Confirmation of no deviation as per Format F-6.
- xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.
- xiv) Current commitments strictly as per format F-9.
- xv) Agreed Terms & Conditions duly filled-in at F-13.
- xvi) Organization details:
 - (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .
 - (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
 - (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
- xvii) Any other information/details required as per bid document.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

12.1 Envelope II: Super scribing "Price Bid- Not to Open with Techno- Commercial Un priced Bid" - PART-II

Part-II price Bid

- (i) Part-II shall contain one original and One copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price - Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.

13. Bid Prices

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part Bidding Document. If quoted in separate typed sheets and any variation in description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

13.4 All duties and taxes including, excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.

13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

13.7 Alternative bids shall not be considered.

13.8 Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. Bid Currencies

14.1 Indian Bidders has to submit bid in Indian Rupees only.

15. Bid Validity

15.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by BCPL as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by BCPL.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Notification of Award/Fax of Intent (FOI) or

ii) to furnish Contract Performance Security in accordance with Clause-40.

iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL , payable at State Bank of India, Dibrugarh . In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

16.9 For Indian Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

17. Pre-Bid Meeting

Refer Clause no 8 of RFQ --**SECTION IA** of tender document.

18. Format and Signing of Bid

18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. Zero Deviation

19.1 Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids.

19.2 Notwithstanding to the above, bids with deviation(s) to the following bid conditions shall be summarily rejected without any post bid reference to the bidders.

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

- 19.2.4 Specifications.
- 19.2.5 Schedule of Rates.
- 19.2.6 Completion Schedule/Contract period.
- 19.2.7 Period of Validity of bid.
- 19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty
- 19.2.9 Performance bank Guarantee.
- 19.2.10 Arbitration / Resolution of Dispute
- 19.2.11 Force Majeure
- 19.2.12 Guarantee of Work
- 19.2.13 Applicable Laws
- 19.2.14 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid
- 19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part I - Techno-commercial/unpriced Bid, EMD/Bid Security

Part II - Priced Bid

22.2 Part 'I' shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out) & BID SECURITY in original & Tender Fee

22.3 Part 'II' PRICED BID shall be submitted in one original duly filled in Price schedule sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed.

22.4 The two envelopes containing PART 'I', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

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

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

23. Deadline for Submission of Bids

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

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unprice Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be opened.

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit.

27. Process to be Confidential

27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. Contacting the Employer

28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

29. Examination of bids and Determination of Responsiveness

29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

(f) is substantially responsive to the requirements of the bidding documents; and

(g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

29.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations.

A material deviation or reservation is one

(a) that affects in any substantial way the scope, quality, or performance of the Works;

(b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. Correction of Errors

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:

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) 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.

(c) 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.

(d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. 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

32. Evaluation and Comparison of Bids

32.1 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax.

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

34.1 Purchase Preference to Central Government Public Sector Undertakings shall be allowed as per government guidelines in vogue.

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

36.1 Subject to Clause 29, BCPL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties, service tax and education cess thereon.

37. Employer's Right to Accept Any Bid and to Reject Any or All Bids

37.1 BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL'S action.

38. Notification of Award

38.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.

The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, BCPL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. Signing of Agreement

39.1 BCPL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to BCPL.

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-16 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 11 of Request for quotation & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself

or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. Corrupt or Fraudulent Practices

41.1 BCPL requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer;

a) defines, for the purposes of this provision, the terms set forth below as follows;

I. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract **execution; and**

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

41.2 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).

b) In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

c) In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

a) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

42 Misc.

A new clause in General Conditions of Contract has been appended as under:

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

43 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good

Good

Fair

Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on “HOLIDAY” for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

Delivery Period / Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 12 weeks	20
	Delay up to 16 weeks	15

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i. Rejection / Defects	Marks 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 & safety of the system.	Failure of severe nature - Moderate nature - Low severe nature	0 Marks 5 Marks 10-25 marks
iii. Number of deviation	1. No. deviation 2. No. of deviation < 2 3. No. of deviation > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A. FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
 P.O. LEPETKATA,-786006
 DISTRICT – DIBRUGARH
 ASSAM

(Country Code) (Area Code) (Telephone Number)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above:

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued:

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Whether Supplier / Manufacturer _____

Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____(Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. _

We confirm that this bid is valid for a period of Four (4) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment 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.

SEAL AND SIGNATURE
DATE:

Duly authorized to sign bid for and on behalf of M/s _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Administrative building ,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

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.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

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.
Main Fire Station Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

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 any
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 upto-----
(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 -----2013 ----- at --

WITNESS :

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per
Power of Attorney No.

Date : _____

LETTER OF AUTHORITY**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 Administrative Building ”,
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sir,

We -----hereby authorize following representative(s)
 to attend un-priced bid opening and price bid opening and for any other correspondence and
 communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized
 representatives.

Place:

Yours faithfully,
 (Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a
 person competent and having the power of attorney to bind the bidder. Not more than two persons are
 permitted to attend techno-commercial un-priced and price bid opening.

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
“Administrative building ”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agreed 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:

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91 373 291461

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

NOTE: The Queries may be sent by e-mail to neeta.dutta@bcplindia.co.in before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commenceme nt of Work	Schedule d Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To:

Brahmaputra Cracker & Polymer Ltd.
 "Main Fire Station Building", NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & 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 and agree with 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 Brahmaputra Cracker & Polymer Limited, we shall on demand pay 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 from time to time require.
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 your 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 -----which under law relating to the sureties would but for provision have the effect of releasing us.
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.
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 save said but shall in all respects and for all purpose 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-----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.
6. We have power to issue this guarantee in your favour 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.

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“Main Fire Station Building”, NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking /Government Organization /GAIL (India) Limited/BCPL etc.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:

[Signature of Authorized Signatory of Bidder]

Date :

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

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

(i) Postal Address : _____

(ii) Telephone Number : _____

(iii) Telefax Number : _____

(iv) Contact Person : _____

(v) E-mail Address : _____

B) Details of Contact person:

(i) Postal Address : _____

(ii) Telephone Number : _____

(iii) Fax Number : _____

(iv) Contact Parson : _____

(v) E-mail Address : _____

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmaputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include

its successors and permitted assignees) of the one part and BCPL hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary

for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written. Signed and Delivered for and on Signed and Delivered for and on behalf of EMPLOYER.
on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date :_____

Date :_____

Place:_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1 . _____

1 . _____

2. _____

2 . _____

ANNEXURE - Z

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT(CURRENCY)
Year1:	
Year2:	
Year3:	

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)	

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.

For the purpose of this Tender document. (i) Annual Turnover shall be “sale value/Operating Income “(ii)Working Capital shall be “Current Assets less Current liabilities “ and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus

CONSENT LETTER ON GENERAL CONDITIONS OF CONTRACTS

Tender No:

Dated:

Dear Sir,

In reference to the Tender number _____, Dated _____, I/we have read the following Conditions of Contract as per the list below (Strike out whichever is/ are not applicable in the list) which is available in the BCPL website and I/ we have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

- » GPC Overseas (OEM Proprietary)
- » GPC Domestic (OEM Proprietary)
- » GCC Goods
- » GCC Contracts

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

Thanking you,

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

ANNEXURE-I

CHECK LIST FOR THE DOCUMENTS AS PER BEC TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED	
		YES	NO
1.	Have you enclosed the duly certified by Chartered Engineer and notary public with legible stamp the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.		
2	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "Brahmaputra Cracker & Polymer Ltd." Payable at Dibrugarh.		
3	Have you enclosed Authority Letter/Power of Attorney for submission of Tender and Integrity pact.		
4	Have you enclosed No deviation form, duly filled signed & stamped.		
5	Have you enclosed complete tender duly signed & stamped.		
6	Have you enclosed Copy of PAN card		
7	Have you enclosed Bidders General Information (F-1)		
8	Do you confirm that you will submit the cenvatable invoice if you get order.		
9	submission of TECHNICAL QUESTIONNAIRE CUM VENDOR QUALIFICATION SHEET as per section : III		

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.

Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 4 (Four) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
12		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
13		Confirmation towards submission of duly signed and stamped	

		copy of No Deviation Confirmation as per F-6	
14		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Indicate Name & Contact EMail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
23		submission of TECHNICAL QUESTIONNAIRE CUM VENDOR QUALIFICATION SHEET as per section : III	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVERRIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _
Name-----
Designation _
Tel No.
E-mail -----
Fax No-. -----
Office St-am-p -----_

SPECIAL CONDITIONS OF CONTRACT

AND

SCOPE OF WORK

**CUSTOM CLEARANCE OF IMPORT AND EXPORT
CARGOES AND INLAND TRANSPORTATION**

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. GENERAL

- 1.1** Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4** Wherever it is stated in this Bidding Document that such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5** The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in- Charge, which will be binding on the CONTRACTOR

2. QUOTATION:

The tenderer is expected to quote rates against respective schedule of rates after careful analysis of cost involved for performance of the job considering all requirements of prevailing conditions, labour, handling equipments/cranes, trucks/trailers etc. In case it is noticed that the rates quoted by the tenderer are unusually high it will be sufficient cause for rejection of the tender unless BCPL/Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be provided by tenderer on demand. It is to be noted that it is not obligatory on the part of BCPL/Owner to call for such analysis before rejecting any tender. Rates shall be quoted strictly as per Schedule of Rates. The tenderer is expected to acquaint him-self fully with the nature of the job to be performed by him, requirement of trucks/trailers, labour, materials, equipments and whatsoever is necessary for the execution of the work, conditions of site, roads and all the necessary and relevant information before quoting. The rates quoted shall be firm and inclusive of all taxes except applicable Service Tax, duties,

levies, whatsoever either present or future and the rates are not subject to any variation during the entire contract period or the extension thereof. No idle charges shall be paid/payable to contractor either for handling equipments or labour.

3. COMMENCEMENT OF WORK:

The work covered under this contract shall be commenced within 15 days from the date of LOI from BCPL.

4. WORK ON SUNDAYS & HOLIDAYS:

The contractor shall carry out work on Sundays and holidays also if exigency arises in the interest of the progress of the work without any extra charge to BCPL/Owner.

5. SUB-LETTING OF WORK:

No part of the contract shall in any manner be transferred by the contractor directly or indirectly to any other person or firm.

6. RATES FOR EXTRA WORK:

The provision as covered in GCC section (V) clause no. 60 shall be applicable.

7. BILLING & PAYMENT:

7.1 As soon as any consignment against a B/L is delivered at BCPL in full, contractor shall submit his bills in triplicate as per Schedule of Rates to BCPL, Lepetkata, Dibrugarh, Assam. The bills shall be made out in the name of BCPL and submitted along with the related documents and other cash vouchers if any. Payment shall be made by BCPL/Owner within 30 days or receipt of bills provided they are in order.

7.2 If any of the consignments are required to be stored in contractor's godown by BCPL, contractor may raise part bills for the services completed.

7.3 Bill should be submitted to BCPL within 10 days after completion of the job (consignment wise).

8. INSURANCE:

8.1 Contractor shall at his own expense maintain Insurance for his vehicles, equipments; employees etc. and indemnify BCPL/Owner from any liability.

8.2 Insurance for the imported consignments shall be arranged by Owner/BCPL. However, immediately after movement from port of clearance to BCPL, bidder would send intimation to BCPL as well as BCPL insurer through e-mail with complete dispatch details for coverage of insurance.

9. EVALUATION METHODOLOGY:

9.1 Comparison of bids shall be on the basis of overall quoted amount for the entire scope mentioned in the Schedule of Rates (SOR). The Job will be awarded to the Bidder who is overall L-1 for Kolkata, Haldia, Mumbai Sea port & Kolkata, Mumbai International Airport.

9.2 Entire order will be placed on lowest acceptable bidder.

9.3 Non-quoting of rates against any SOR item will be liable to the rejection of the bid.

10. DURATION OF CONTRACT:

The contract shall remain valid for a period of 24 months from the date of placement of LOA from BCPL. The Contract may be extended by BCPL for period of 6 months on same rate, terms & conditions.

11. SCOPE OF WORK:

(A) CUSTOM CLEARANCE SERVICES:

Scope -

All aspects of clearance of imported shipments through Indian customs from the arrival at Kolkata, Haldia, Mumbai sea port and Kolkata, Mumbai International Airport. Completion of all customs documentation formalities in all respects. Normally, all the shipments will be cleared on “Bill of Entries for Home Consumption” basis. In exceptional cases, some shipments may be cleared on ex-bond basis. Contractor must comply all the formalities involved in passing of bonded Bill of Entry as well as De-bonding of the same as per the instruction of BCPL.

Further, some shipments may land at other airports/ports in the country, the same must be custom cleared by the contractor as per instructions of BCPL.

Contractor need to arrange for transportation of shipment after clearance through Road/Air/Railway based on requirement of BCPL.

Contractor’s responsibilities –

- 11.(A).1** From the time of receipt of information / documents from BCPL, Contractor shall keep close liaison with Shipping companies and/or their agents / Freight Forwards to check up arrival of vessels/landing of flights, filing of IGMs, movement of containers to CFS and report to BCPL on day-to-day status.
- 11.(A).2** The contractor shall exercise due care in scrutinizing and processing the shipping documents received and in clearance of shipments as expeditiously as possible without giving room for delays and demurrage. The contractor shall also bring to the notice of BCPL any difficulties that he may come across at the Customs or elsewhere without delay. When documents for any reason are not available / incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds/letters of guarantee, etc. in consultation with BCPL.
- 11.(A).3** Verification and checking of all the imported materials, equipment’s cases and materials for any damages and/or loss at every stage from the time of discharge from ship/air till final dispatch & arranging joint survey etc.

- 11.(A).4** Contractor must arrange to collect the original freight bill from Shipping companies/their agents/Freight Forwarders/Console agents and forward to BCPL for payment. Contractor should prepare checklist for Bill of Entry and forward the same for approval before filing of Bill of Entry. Contractor must ensure that Bill of Entries are filed as per the requirement of BCPL, without any mistakes/discrepancies.
- 11.(A).5** In case of wrong filing of Bill of Entries in customs system, due to contractor's fault, which leads to the re-assessment / amendment in customs system, demurrage/detention accrued during that period shall be deducted from contractor's bills. Contractor must ensure that all the clearance activities at customs houses/yards/Cargo Complex completed within the shortest possible period.
- 11.(A).6** The Contractor shall utilize suitable transport and handling equipments, engage suitable labour and supervisory staff at CFS yard / Air Cargo Complex and be fully responsible for the safe handling of equipment/materials, etc. in the entire clearance and forwarding operations.
- 11.(A).7** If required, Contractor must arrange to provide crane/fork lift at CFS yard / Air Cargo Complex for handling of heavy / ODC shipments in addition to the handling equipments available at CFS yard / Air Cargo Complex for safe handling of cargos as per BCPL's instruction. Payment for deployment of such additional handling equipment shall be made to the contractor according to the tariff approved by crane association for all ports with the prior approval from EIC.

Godown Requirement –

- 11.(A).8** It is essential that the contractor to have their temporary godown(s) in and around Kolkata to store BCPL's (i) custom cleared goods for some period till dispatch to destination & (ii) export goods (for repair purposes) received from sites till export as per BCPL's instructions. It would be preferable to have two godowns with adequate space (one, near Air cargo complex for storing small packages cleared from Air cargo & another, outside Municipal limits of Kolkata for storing Engines/Generators/Empty Cylinders/Totebins for export/re-export). It may be noted that the temporary godown must be with proper safety and security measures, as the goods to be stored will be is of very High Valued items. Contractor shall maintain proper receipts and dispatches of materials and be fully responsible for safe custody of such cargo. If any shortages/losses occur while in custody of the Contractor, cost of the same shall be recovered from him. The warehouse shall be free for inspection by BCPL as and when required.
- 11.(A).9** No octroi duty shall be payable as the imported goods are required to be dispatched in & out of city. The Contractor shall be fully responsible for filling in the required forms (N-Form as well as S-Form) for octroi purpose for dispatch either directly from docks/air cargo or through Contractor's godown to destination. In case, the payment of Octroi becomes unavoidable, then contractor needs to pay the same (after obtaining the approval from BCPL) and obtain the re-imbursement after submission of original receipts/challans.
- 11.(A).10** Goods which are to be exported to OEMs will be arriving at BCPL approved Contractor's godown from BCPL sites. It is the responsibility of Contractor for safe unloading & keeping in safe covered storage area within the godown till the export. After receiving intimation from BCPL, Contractor shall keep close liaison with shipping companies and/or their agents and other agencies involved in export

formalities involved in export / re-export of BCPL's shipments including carting of goods to designated CFS & custom clearance etc and report to BCPL the day-to-day status prior to / after sailing of vessels till collecting of original export Bill of Ladings & forwarding to BCPL.

- 11.(A).11** In case of air exports, Contractor needs to co-ordinate with BCPL's nominated Freight Forwarders for lifting the goods from godown, completing Octroi formalities, bringing inside Air Cargo, custom clearance etc. till handing over of goods to airlines. All the original export documents must be submitted to BCPL immediately after export.
- 11.(A).12** Contractor needs to collect N forms and other necessary documents required for the export of air shipments for repair / overhauling to various countries & arrange to complete the Octroi formalities while taking the shipment inside Kolkata. It is the responsibility of contractor to complete all the formalities related to N form at Octroi to close the all the cases.
- 11.(A).13** Clearance of Repaired/overhauled Engines/Assemblies/Generators/Rotors etc shall be carried out on re-import basis, for which, Contractor must arrange for collection of original export documents from BCPL, scrutinize the same, file the B/E after approval from BCPL, conducting first check examination till completion of entire activities within the shortest possible time.
- 11.(A).14** Lodging and processing of all types of claims arises during the period of contract like duty draw back claims in time including proper documentation till settlements.
- 11.(A).15** There will be shipments of various catalysts in returnable cylinders/portable tanks, clearance of which needs to be done on import of re-export basis, by furnishing re-export bond, etc. Contractor needs to clear the shipments arriving on high sea sale basis in all respects.
- 11.(A).16** Shipments may be arriving on normal Imports, Re-imports, Imports on High Sea Sale basis, Imports on re-export basis & there may be some shipments arriving on Imports on FTWZ basis or any other basis. Contractor must be equipped with qualified, experienced manpower to clear the shipments within the quoted rates for the normal shipments without any problem.
- 11.(A).17** In case Contractor shows reluctance/inability/delay in initiating the clearance of any type of shipments assigned to him, BCPL will be having right to get the clearance done by other agency at the risk and cost of Contractor with suitable penalty.
- 11.(A).18** The contractor shall lodge all claims with the Customs, Port Trusts, Shipping Companies, Octroi and other concerned authorities within the prescribed time limits on behalf of BCPL and take regular follow up actions till the claims are finally settled.
- 11.(A).19** The Contractor shall send Daily Status Report as per the format prescribed by BCPL and the same should be forwarded on daily basis. The Contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL within 7 days from the acceptance of LOA/LOI, a list of such service personnel (with their designation) assigned for this contract.
- 11.(A).20** The Contractor shall make due provisions for deputing adequate staff at the required places to work during 2nd and 3rd shifts and also to work on Sundays and Holidays for urgent shipments as per the instructions of Engineer-In charge. No extra payment for the same will be made to the contractor.

11.(A).21 Any demurrage / container detention charges occurs due to lapse or negligence of the contractor, the same shall be borne by the contractor in addition to suitable penalty and decision of Engineer-in-Charge in this regard shall be final and legally binding on the contractor.

Survey Activities –

11.(A).22 There are spare parts/Engine assemblies/machine parts which need to be re-exported to OEM for repair/refurbishment/overhauling purpose. Before re-export, as per custom procedure, goods must be surveyed by certified Chartered Engineer & Surveyor. It will be the responsibility of Contractor to arrange for Surveyor for survey of goods, verifying physical identification marks to be exported at CHA godown premises as per the export invoice & other documents provided by BCPL. Obtaining Chartered Engineer certificate (by certified/authorized Chartered Engineer) as per the requirement of customs.

11.(A).23 Contractor must also arrange for conducting Survey activities as per BCPL's instructions, at cargo complex, port area, CFS yards etc. including Joint Survey. Travelling expenses of Surveyor/Chartered Engineer or their representatives for conducting surveys shall be to contractor account.

Registration of Projects, POs & Clearance under concessional rate of duty –

11.(A).24 BCPL is under the Ministry of Chemicals and Fertilizer and BCPL may be in requirement of registration of projects with customs for availing concessional rate of custom duty for the Project Imports. Scope of registration includes entire activities involved in registration of project with customs after collecting necessary documents from BCPL, pursuing customs authorities for immediate registration for availing concessional rate of custom duty for BCPL's project Imports. Contractor needs to register the Purchase Order against the already registered project for Project Imports.

11.(A).25 Scope of clearance of Project Import shipments includes all aspects of clearance of shipments under concessional rate of custom duty.

Reconciliation of Projects –

11.(A).26 BCPL is availing concessional rate of custom duty for the Project Imports from the year 2010. For availing concessional rate of custom duty, BCPL registered various projects with Kolkata Customs, which are to be reconciled with customs. Necessary documents required for reconciliation against are already submitted / under submission with customs. Customs authorities need to be pursued and the projects need to be finalized. Brief scope of work is as under but not limited to:

- Searching / Tracing of documents at BCPL's office and consolidation of required documents for reconciliation.
- Preparation of letters, reconciliation statements, explanation letters as per the requirement of customs. Collection of documents along-with letters and explanations from BCPL and submission of the same with customs and providing the original acknowledgement of customs to BCPL
- Continuous follow-ups with custom authorities at all levels and carrying out of reconciliation with customs Examiner/Appraising Officer

- Preparation of revised documents/letter as per the instructions/orders of customs time to time and submission of the same with customs.
- In case of non-availability of original documents, preparation of bonds / suggesting BCPL for alternate documents as per customs procedure and submission of the same.
- Entire activities of reconciliation till obtaining finally assessed Bill of Entries and cancelled continuity bonds

The contractor's scope of work which shall be read in conjunction with clause 12, Contractor's responsibilities hereof shall include:-

- 11.(A).27** All aspects of clearance of imported / re-export shipments through Customs, Port or any other concerned agency.
- 11.(A).28** Entire custom Clearance activities related to re-export of shipments from collection of goods from BCPL godown at Dibrugarh/Lakwa/Duliajan till the handing over to Airlines, shipping lines.
- 11.(A).29** Indenting and coordination of suitable types of transport vehicles as and when required including expediting thereof and loading into trucks/trailers, safe transportation and delivery to BCPL's Warehouse as advised.
- 11.(A).30** Handling of Customs & Port Documentation and formalities connected with the clearance of materials through the Customs, Port, Octroi & other concerned/related Authorities.
- 11.(A).31** Handling of all customs/port documentations and formalities connected with export / re-export of BCPL'S consignments.
- 11.(A).32** Providing suitable material handling and transport equipments as may be necessary including, labour, cranes, trucks/trailers etc.
- 11.(A).33** Verification and checking of equipments, cases and materials for any damages and/or loss at every stage from the time of discharge from ship till final dispatch, arrange repairing, repacking of cases as required, arranging survey, initiating, lodging and processing of all claims in time including proper documentation and follow up till settlement.
- 11.(A).34** Providing of adequate storage space with proper security measures for temporary storage of material in transit.
- 11.(A).35** Proper supervision of the entire operations as indicated above.
- 11.(A).36** Deployment of dedicated nodal officer by CHA (Contractor) on behalf of BCPL exclusively looking after the clearing forwarding & transportation activity. This is in addition to the normal activity as covered in the tender document to be complied by the contractor and his credential needs to be forwarded with tender document.

(B) TRANSPORTATION SERVICES (IN AND AROUND MUMBAI)

Scope-

It is essential that the contractor to have their godown(s) in and around Mumbai to store BCPL's (ii) custom cleared goods for some period till dispatch to destination & (ii) export goods (for repair purposes) received from sites till export as per BCPL's instructions. It would be preferable to have two godowns (one, near Air cargo complex for storing small packages cleared from Air cargo & another, outside Municipal limits of Mumbai for storing Engines/Generators/Cylinders for export/re-export). Godowns must be equipped with proper material handling equipment, labour etc for safe unloading/loading operation of BCPL's Import/Export goods.

Contractor must arrange for safe transportation of custom cleared Imported goods to BCPL approved contractor's godown as per instructions of BCPL. Similarly, transportation of goods from godown to Air Cargo in case of air export / Nhavasheva CFS(s) in case of sea re-export.

Contractor's Responsibilities-

- 11.(B).1** Immediately after receiving the documents for fresh shipment for clearance, Contractor needs to obtain the planning for movement of the shipment after clearance from BCPL.
- 11.(B).2** Normally, all the heavy shipments/full truck load shipments need to be lifted directly from Air Cargo/CFS yards/Docks. Other consignments, normally which are not making Full truck load should be transported to BCPL approved Contractor's godown for clubbing with other goods pertains to the same BCPL's destination. Safe unloading at Contractor godown & storing in safe and secured place. It is the responsibility of Contractor to plan the delivery program well in advance during the clearance of the shipment itself & arrange for transportation in such a manner that the entire process of clearance & transportation completed within the shortest possible time. It is essential that the cleared goods must be taken delivery from Air Cargo Complex/CFS/Dock yard on the same day of out of charge Bill of Entry. In case of any demurrage / detention due to delay in taking delivery after Out of Charge date of the shipment from Air Cargo Complex/CFS/Dock yard, the same will be recovered from Contractor's account. If necessary, Contractor needs to collect the goods lying in godown after loading the cleared goods from Air cargo in the same Truck/Trailer as per instructions of BCPL. Shipments weighing below 50 kgs. (gross wt.), needs to be booked through Airline/courier as per the instructions of BCPL.

The SOR Serial Number 44(0-50kg shipment) is meant for air lifting /courier mode to be advised by BCPL from time to time towards execution.

Wherever, the BCPL site is mentioned in the SCC/Scope of Work, site may include either Lepetkata or Lakwa or Duliajan. Similarly for inward/outward movement, BCPL include either Lepetkata or Lakwa or Duliajan

(C) TRANSPORTATION SERVICES FROM MUMBAI TO VARIOUS DESTINATION OF BCPL

Scope –

Contractor's scope of work shall include all aspects of transportation of custom cleared goods from CFSs/Dock yard/Air Cargo/Contractor Godown by road to various sites of BCPL in the country by

suitable vehicles as per RTO norms. Normally, all the containerized cargos will be cleared on Factory de-stuffing basis & empty container needs to be transported back to designated container yard at Mumbai. Contractor must transport the container by suitable carrying capacity trailer as per RTO norms.

In exceptional cases, contractor must arrange for transportation of Indigenous goods of any other supplier located in and around the city of Mumbai to the destination of BCPL as per the instructions of BCPL. All the goods must be booked on door delivery basis. Unloading arrangement of all the goods at destination will be done by BCPL.

12 CONTRACTOR'S RESPONSIBILITIES:

- 12.1** The vehicles to be deployed by the contractor must be capable of carrying the weight of the Imported goods and should conform the norms / rules and regulations issued by RTO and other statutory bodies time to time during the currency of the contract. Contractor is solely responsible for the deployment of suitable and capable vehicles as per the weight of the consignment and carrying the materials safely upto the destination.
- 12.2** All the containerized cargos & all the heavy shipments/full truck load shipments need to be lifted directly from Air Cargo/CFS yards/Docks.
- 12.3** It is the responsibility of Contractor to plan the delivery program well in advance during the clearance of the shipment itself & arrange for transportation in such a manner that the entire process of clearance & transportation completed within the shortest possible time. It is essential that the cleared goods must be taken delivery from Air Cargo Complex/CFS/Dock yard on the same day of out of charge Bill of Entry. In case of any demurrage / detention due to delay in taking delivery after Out of Charge date of the shipment from Air Cargo Complex/CFS/Dock yard, the same will be recovered from Contractor's account. As per the instructions of BCPL, Contractor must deploy suitable vehicle at godown & collect all the goods (small shipments) pertains to same destination and arrange for safe transportation to destination. All the goods must be covered & tied properly with Tarpaulin & proper packing also must be provided to ensure safe transportation till destination at their own cost.
- 12.4** Original documents required for transportation like road permits, authorization etc. must be collected from BCPL office well before the dispatch of the materials. Contractor must ensure that entire documentation required for the transportation of materials upto the destination like packing list, Road Permits, copy of Bill of Entries, invoices, declaration if any etc. is completed well before dispatch of vehicle. Counterfoils of road permits must be submitted with stores deptt. of respective site during delivery. It is the responsibility of the contractor to obtain proper and clear receiving endorsement at the reverse of LR by the BCPL's officials at destination. It is also essential to obtain the endorsement of CISE/Security gate towards entry of trailer. All the required documents like inter-state permit, fitness certificate, driver's valid license and any other documents required for smooth transportation of the materials from receipt of goods to delivery site at destination must be available with the Driver.
- 12.5** Contractor must scrutinize the documents assess complete details of the goods like nature of packing, weight of materials material & should deploy suitable truck/trailor for safe transportation to destination.

- 12.6** All the goods must be transported only by suitable carrying capacity Trucks/Trailors as per the RTO & statutory norms. It is the sole responsibility of Contractor to ensure the same, In case of seizure of truck/trailor enroute to the destination by RTO for any matter, it is responsibility of Contractor for arranging on-ward dispatch of materials to destination & till the receipt of materials at destination, materials will be considered in transit for calculation of LD. Further, in case of any penalty levied by RTO, the same will also be borne by the Contractor.
- 12.7** Port/yard entry permits for trucks/trailors shall have to be arranged by Transporter for taking delivery of all types of consignments.
- 12.8** Contractor shall dispatch materials by road on freight to be billed basis. Number of containers, packages & weight etc. item wise must be clearly indicated in the relevant GRs.
- 12.9** Transporter shall take all adequate measure precautions to safeguard the material during transit against pilferage, carriage. In case any loss occurred due to the negligence of the Transporter, the same shall be debited to the Transporter's bills.
- 12.10** There are some imported chemicals/catalysts of BCPL, which arrives in lots of 5, 10, 20 & even 30 containers (20' or 40') at a time for which Contractor must have the capacity to deploy all the trailers on a single day as per the instructions of BCPL. If sufficient trailers not deployed, then detention charges of containers for the delayed period shall be recovered from transporter's invoices.
- 12.11** Containerized shipment needs to be transported to destination for unloading of materials at BCPL's unit & empty container needs to be returned back to the designated shipping yards at Kolkata..Normally, all the empty containers/Isotanks are required to be deposited back at Kolkata. Contractor must co-ordinate with the drivers of Trailors and arrange for Empty container letter from shipping company & deposit the empty container at designated yard on the same day of reaching of Trailer. Proper co-ordination with drivers is the must so that the empty containers can be deposited within the shortest possible time, to avoid accrual of container detention.
- 12.12** No transshipment of materials will be allowed from the time of loading till delivery at site unless there are valid reasons such as break down of vehicles and written confirmation from BCPL for transshipment. Similarly, no other material will be allowed to be loaded in a vehicle carrying BCPL material as full loads.
- 12.13** Contractor shall be fully conversant with the laws applicable to the work under this contract, including but not limited to the Motor vehicle Act, Shops & Establishments Act, Labour Laws, Kolkata Port Trust Rules, Octroi formalities etc, and all other applicable Laws, Bye Laws, Rules and Regulations to ensure that the work under the contract is carried out smoothly, efficiently and as per the Laws of the Land.
- 12.14** In case of revision in carrying capacity of vehicles by RTO/Statutory authorities which leads to the deployment of higher carrying capacity trucks / trailers, no compensation shall be given by BCPL & Transporter must provide suitable carrying capacity trailers as per the revised norms.

- 12.15** Contractor and their staff/ labour shall observe all Rules, Regulations etc. for entry / exit / operation at all places, godowns, work-sites, Port premises etc. in connection with the services arising out of this contract. Any loss / damage due to any act / omission by the aforesaid persons shall be made good by the Contractor.
- 12.16** Contractor shall not sublet, transfer, assign the Contract or any part thereof or interest therein or entirety or advantage thereof in any manner whatsoever, provided nevertheless any such consent for subject, transfer or assignment by BCPL, shall not relieve the Transporter from any obligation, duty or responsibility under this contract.
- 12.17** Contractor shall be responsible for any losses / damages to the consignments due to pilferage, rough handling or due to any other reasons whatsoever, while the same are in their custody. In the event of accident during transit to destination, Contractor must immediately lodge FIR with Police & should report to any other statutory authorities as per the prevailing rules & regulations and indemnify BCPL about each development. Day to day status of the situation must be intimated to BCPL.
- 12.18** In case the goods delivered at destination is found to be on damaged / open condition during receipt, remarks will be mentioned at the back of the LR subject to inspection. If the goods under same packing found in damage condition after inspection, Contractor shall give short/ damage certificate in the prescribed format issued by BCPL for Insurance claim.
- 12.19** Despatch details of each delivery along-with copy of LR should be communicated immediately to EIC-BCPL (and other concerned as indicated from time to time by BCPL) on the same day or maximum next day to BCPL along-with Drivers mobile number as per format of BCPL with copy to BCPL-Store section and BCPL Underwriter (with entire documentation required for the transportation of materials up-to the destination like packing list, Road Permits, copy of Bill of Entries, invoices, declaration if any etc and all relevant documents).
- 12.20** The contractor from the time of receipt of information/documents from BCPL shall keep close liaison with steamship companies and/or their agents to check up arrival of vessels, berthing and discharge position and report to BCPL day-to-day status after the vessel's arrival. Contractor shall also keep close liaison with steamship companies and/or their agents and other agencies involved in export formalities involved in re-export of BCPL's shipments and report to BCPL the day-to-day status prior to / after sailing of vessels until reaches destinations.
- 12.21** The contractor shall exercise due care in scrutinizing and processing the Shipping documents received and in clearance of shipments as expeditiously as possible without giving room for demurrage/wharfage. The contractor shall also bring to the notice of BCPL, any difficulties that he may come across at the Customs or elsewhere without delay. When documents for any reason are not available or incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds/letters of guarantee etc., in consultation with BCPL. It is clearly understood that any demurrage/wharfage that may be determined by BCPL as due to lapse or negligence of the contractor shall be borne by the contractor and the decision of Officer-in-Charge in this regard shall be final and legally binding on the contractor.

- 12.22** The contractor shall take all possible precautionary measures towards safety of all cargo landed in the docks or elsewhere, arrange surveys and obtain certificates, on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned, arrange repairs/repacking of cases as required and take such other actions as may be necessary to generally safeguard the interests of BCPL/Owner.
- 12.23** The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL within 7 days of the acceptance of tender, a list of such service personnel with their designation assigned for this particular work.
- 12.24** The contractor shall make due provisions for deputing adequate staff at the required places to work during 2nd and 3rd shifts and also to work on Sundays and holidays if otherwise cargo held up pending clearance is liable to incur considerable demurrage or if such pending shipment is urgently required at the project site and also take proper action as per instructions from BCPL.
- 12.25** The contractor shall provide adequate packing and lashing after loading of packages onto trailers/trucks to ensure full protection to all cargo in transit & all forwarding documents shall be accurately filled in and dispatches effected correctly.
- 12.26** The contractor shall obtain clean Consignment Notes/Receipts without Qualifying Remarks.
- 12.27** The contractor shall utilize suitable transport and handling equipments, engage sufficient labour and supervisory staff and be fully responsible for the safe handling of equipments and other materials in the entire clearance and forwarding operations and shall indemnify and absolve Owner/BCPL of any consequences thereof by way of damage/loss of cargo, accidents, damages to vehicles and handling equipments either owned or hired by him, public property as well as injuries or otherwise to the personnel under his command or to the public.
- 12.28** The contractor shall lodge within the prescribed time limits, all claims with the Customs, Port Trust, Steamer Agents, Transport Companies, Octroi and other concerned authorities as well as initial claims on Insurance Underwriters in all cases of excess payment, damage and loss of cargo etc., as the case may be and take regular follow up action till the claims are finally settled. All refund amounts obtained by the contractor shall be passed on to Owner through BCPL immediately on collection.
- 12.29** The contractor shall maintain a proper schedule of the entire work and send BCPL regular daily status reports(DSR) to reflect the status of work done and pending up to and as on the previous day of the report. Such reports shall also be sent in respect of packages reported not traceable in docks, surveys held and reports thereof and claims lodged, pursued, settled and pending. In respect of non-traceable packages, the contractor shall maintain regular and personal follow up till the final status thereof is established and necessary action taken thereon.
- 12.30** The contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the owner and BCPL from any consequences due to any inaccurate or faulty documentation on the part of the contractor.

- 12.31** The contractor shall provide suitable and adequate warehouse space & arrange storage of materials and equipments as per BCPL/Owner's instructions. Contractor shall maintain proper receipts and dispatches of materials and be fully responsible for safe custody of such cargo. If any shortages/losses occur while in custody of the contractor, cost of same shall be recovered from him. The warehouse shall be free for inspection by BCPL/Owner as and when required.
- 12.32** The contractor shall be responsible for final processing of all claims and final Completion of formalities at the customs connected with Import Authorization registration as laid down above.
- 12.33** Whenever, BCPL/Owner appoints transporter and advises contractor to arrange dispatch through them, it shall be the responsibility of the contractor to indent required vehicles from the transporter and load. If any vehicle is returned without loading for any reason, empty return charges as claimed by transporter would be payable by contractor. Contractor shall be responsible to arrange loading of all the vehicles supplied by the outside agency within reasonable time either at docks or his godown if he fails, all detention charges claimed by outside agency shall be borne by him.
- 12.34** The contractor shall in their execution of services under this contract, adhere to any Procedures and routine established by Officer-in-Charge.
- 12.35** Contractor shall arrange timely clearance and dispatch of import consignments arrived by Sea/air immediately on advice from BCPL/Owner. Immediately after assessment of Bill of Entry, contractor must inform BCPL for payment of the same. BCPL after online payment of duty, will provide copy of online challan to contractor as a proof of payment of custom duty for doing further necessary activities for taking delivery of cargo. Further, contractor needs to obtain the freight invoices from Freight Forwarders and forward the same to BCPL for arranging payment. The freight payment shall be arranged by BCPL in the form of DD in favour of concerned shipping lines and forwarded the same to CHA for the delivery of the cargo within the shortest period of time. In case the estimated total expenses towards mandatory charges and other expenses listed out in out of pocket expenses are below Rs.50,000 per shipment, then contractor needs to pay the same to concern agencies and submit the original receipts along with the bills after clearance of the shipment. Further, in case the expenses exceed Rs.50000 per shipment, contractor must inform BCPL and mention the approx. amount involved in clearance required. BCPL after receiving the request will transfer the fund to contractor's account immediately against security deposit in the form of BG of value 5 lakh .The fund transferred to contractor's account against single shipment must be adjusted /reconciled in the bills against the shipment.
- If DD is not possible due to certain constrains like holiday etc. the required funds shall be transferred by BCPL to CHA against the Security Bank Guarantee .The amount shall not exceed more than Rs. 5 lakh for single consignments. The fund transferred shall be used for freight and out of pocket expenses.
- 12.36** The contractor shall take all steps to prevent loss and damage to goods received by the Contractor on behalf of BCPL/Owner for handling and dispatch during the period when goods are in their charge or while the goods remain in the custody of the port trust. It is incumbent on the contractor to promptly examine carefully all packages landed from the steamer and whenever they notice any damage/loss at the time of clearance from the docks, the contractor shall promptly apply for and arrange to hold

surveys with the concerned authorities and pursue action to obtain survey reports, examination reports, certificate of examination etc. as the case may be.

12.37 When any short landing of consignment has been noticed, the contractor shall promptly apply for a short landing certificate or landed but missing certificate from the port trust authorities within the prescribed time governing the rules for settlement of claims with the Carriers/Insurance Company/Port Trust and Customs etc. but in any case such certificates should be obtained not later than the date prescribed of time limit from the date of arrival of the Steamer.

12.38 The contractor will have to make good to Owner/BCPL on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of relevant rules and regulations applicable in clearance, handling and dispatch of goods, lodging and settlement of claims, failing which the amount of loss will be appropriated from the security or other deposits made by the clearing agent or from any amount due to the clearing agency under this contract. This is apart from the other remedies open to BCPL/Owner under the provisions of law in force.

12.39 Where survey reports/short-landing certificates/landing but missing certificate/customs certificate of examination/landing certificates or similar certificates are required for substantiating the claims with various agencies and obtaining compensation from the concerned authorities liable to pay for the damage or loss, due care will have to be exercised by the contractor to ensure that the certificate/survey reports etc., are complete in all respects so that they cannot be disputed by the parties concerned at a later stage on some pretext or other.

12.40 Documentation Services:

12.40.1 Contractor shall deploy one experience person having knowledge of clearing activity as per scope of work at BCPL office, Dibrugarh on regular basis. He shall collect the documents to ensure timely delivery/ deposit of these documents at contractor's office for further clearance activities. The person deployed at BCPL shall also assist BCPL executives in custom related documentation and /or any other related works. All the expenses excluding travelling expenses towards deployed person shall be borne by contractor and to be taken care while quoting SOR items. This includes his boarding, loading and all other expenses. No other additional charges shall be paid by BCPL except as agreed in SOR. The person shall liason with his main office for executing the clearance activity. Documentation Services covers following jobs which require qualified& experienced persons in custom clearance field for, who will be positioned at BCPL office/Godown to exclusively look after following activities on daily basis in normal office hours. The person may be required to work on holidays & on extended working hours as per the requirement of BCPL.

- forwarding of copy of shipping documents to CHA office(s)& maintaining records
- co-ordination with shipping cos/agents/consules,
- co-ordination with CHA office(s), arranging collection of check lists & checking
- preparation of duty requisition in BCPL's SAP system
- maintenance of all types of records at BCPL office
- maintaining the records of original Bill of Entries received from CHA office(s)
- forwarding the Bill of Entries to respective BCPL destinations

- co-ordinating with BCPL's transporter for deployment of suitable trucks/trailers & co-ordinating with loading personal at CFS yards
- all the documentation jobs related to custom clearance
- all other activities as required from time to time

At least minimum wages **for Highly- skilled labour** as per Govt. rules shall be paid & all the applicable labour laws (including PF, ESIC etc) should be ensured regarding the payments to the persons who will be handling the Documentation Services jobs. Accordingly the SOR for documentation services to be quoted. Further, immediately after the receipt of LOI from BCPL, contractor should send the persons for acceptance, who will be handling the scope of work mentioned in the tender documents. BCPL may reject the persons, if they are not found experienced and suitable for carrying out above jobs.

BCPL reserve the right to ask for replacement in the event of person deployed is not performing to the satisfaction of BCPL.

12.40.2 Travelling expenses of to and fro from Dibrugarh to contractor's place will be reimbursed by BCPL on submission of original tickets. The travelling mode will be restricted to sleeper class in train. However in case of urgency, economic class flight mode will be applicable. In all cases vendor has to take prior approval from BCPL.

12.40.3 The contractor shall abide and fulfil all provisions of the Minimum Wages Act, Contract Labour (Regulation & Arbitration) Act, 1970, Employees State Insurance Act and all other applicable rules and regulations etc., made under such laws and related laws and shall absolve BCPL/Owner of all liability in respect of the contractor's employees or their dependents or agents.

12.40.4 During the execution of this contract, if any accident arises resulting in death or injury to any person including employees of the contractor, then contractor shall be liable to bear all expenses/compensation and indemnify BCPL/Owner from any demand, claim or proceedings occasioned or instituted by such injured person on his behalf.

12.40.5 No octroi duty shall be payable as the imported goods are required to be dispatched in & out of city. The Contractor shall be responsible for filling in the required forms for octroi purpose for dispatch either directly from docks or through CHA's godown or through BCPL appointed transport contractor. In case, the payment of Octroi becomes unavoidable, then contractor needs to pay the same and obtain the re-imbursement after submission of original receipts/challans.

12.40.6 Contractor shall also keep close liaison with shipping companies and/or their agents and other agencies involved in export formalities involved in export / re-export of BCPL's shipments and report to BCPL the day-to-day status prior to / after sailing of vessels.

12.40.7 Contractor needs to collect N forms and other necessary documents required for the export of air/sea shipments for repair / overhauling to various countries & arrange to complete the Octroi etc formalities while taking the shipment inside municipal limits of Kolkata/Mumbai. It is the responsibility of contractor to complete all the formalities related to N form at Octroi to close the all the cases.

12.40.8 Once LOI is awarded, contractor shall discuss entire modus of operation of clearing activities as defined in tender document with BCPL officers and submit the same within 15 days of receipt of LOA.

13 TRANSPORTATION SERVICES (IN AND AROUND KOLKATA)

Scope-

It is essential that the contractor to have their godown(s) in and around Kolkata to store BCPL custom cleared goods for some period till dispatch to destination & export goods (for repair purposes) received from sites till export as per BCPL instructions. It would be preferable to have two go downs (one, near Air cargo complex for storing small packages cleared from Air cargo & another, outside Municipal limits of Kolkata for storing Engines/Generators/Cylinders for export/re-export). Go downs must be equipped with proper material handling equipment, labour etc for safe unloading/loading operation of BCPL's Import/Export goods.

Contractor must arrange for safe transportation of custom cleared imported goods to BCPL as per instructions of BCPL. Similarly, transportation of goods from godown to Air Cargo in case of air export / Kolkata CFS(s) in case of sea re-exports.

Contractor's Responsibilities-

13.1 Immediately after receiving the documents for fresh shipment for clearance, Contractor needs to obtain the planning for movement of the shipment after clearance from BCPL.

13.2 Normally, all the heavy shipments/full truck load shipments need to be lifted directly from Air Cargo/CFS yards/Docks. Other consignments, normally which are not making Full truck load should be transported to Contractor's godown for clubbing with other goods pertains to the same BCPL destination. Safe unloading at Contractor godown & storing in safe and secured place. It is the responsibility of Contractor to plan the delivery program well in advance during the clearance of the shipment itself & arrange for transportation in such a manner that the entire process of clearance & transportation completed within the shortest possible time. It is essential that the cleared goods must be taken delivery from Air Cargo Complex/CFS/Dock yard on the same day of out of charge Bill of Entry. In case of any demurrage / detention due to delay in taking delivery after Out of Charge date of the shipment from Air Cargo Complex/CFS/Dock yard, the same will be recovered from Contractor's account. If necessary, Contractor needs to collect the goods lying in godown after loading the cleared goods from Air cargo in the same Truck/Trailer as per instructions of BCPL. Shipments weighing below 50 kgs. (Gross wt.), needs to be booked through courier as per the instructions of BCPL. In case of urgency, contractor needs to book the shipment on the day of out of charge through Air mode to Dibrugarh Airport. Contractor needs to maintain the record of all Road Permits received from BCPL and needs to submit reconciliation from time to time. As BCPL is not having any office at Kolkata, all pre-requisites for clearance of consignment needs to be planned by contractor well in advance so that there is no delay .

14 TRANSPORTATION SERVICES FROM KOLKATA TO VARIOUS DESTINATION OF BCPL

Scope -

Contractor's scope of work shall include all aspects of transportation of custom cleared goods from CFSs/Dock yard/Air Cargo/Contractor Godown by road to various sites of BCPL in the country by

suitable vehicles as per RTO norms. Normally, all the containerized cargos will be cleared on Factory de-stuffing basis & empty container needs to be transported back to designated container yard by freight forwarder /shipping line. Contractor must transport the container by suitable carrying capacity trailer as per RTO norms. BCPL may advise contractor to de-stuff the container as per BCPL requirement and contractor needs to arrange onward transportation after de-stuffing the contents of containerized shipment in suitable vehicle with discussion with EIC.

In exceptional cases, contractor must arrange for transportation of Indigenous goods of any other supplier located in and around the city of Kolkata/Mumbai to the destination of BCPL as per the instructions of BCPL. All the goods must be booked on door delivery basis. Unloading arrangement of all the goods at destination will be done by BCPL.

15 OWNER'S/BCPL'S RESPONSIBILITIES:

- 15.1** BCPL/Owner shall furnish the contractor all shipping documents in advance of the arrival of the relevant steamer.
- 15.2** BCPL/Owner on receipt of intimation from the contractor shall furnish available catalogues, drawings. Literatures etc., and technical data as and when required by the customs for release of the materials.
- 15.3** BCPL/Owner on receipt of any intimation from the contractor or any objection by Customs to release any material shall take up suitably with Customs and instruct the contractor to clear such material at the applicable rate of Customs duty.
- 15.4** BCPL/Owner shall furnish the contractor dispatch instructions as to the details of imported materials and quantities involved for dispatch to BCPL's site or to contractor's storage yard and subsequent dispatch.

16 RATES:

Contractor shall be paid according to the gross weight of the consignments for all services. Payment will be made on actual job done basis.

Basic rates quoted are not subject to any variation during the entire contractual period except as per escalation clause mentioned in the tender document.

Rates quoted shall be on full vehicle load basis & on **Door Delivery at destination basis** Scope of unloading of materials from vehicles at destination shall be to BCPL's account.

Quoted rates shall be inclusive of Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, except Octroi (if applicable) & Service Tax. Further, quoted rates are inclusive of charges like union charges etc. while deploying vehicles at any port(s)/godown/cargo complex.

Quoted rates shall be inclusive of all incidental / Miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations. No extra/additional charges on any account (other than SOR rates and as per terms of Special Conditions mentioned in tender) shall be payable.

For Transportation service, any destination which is not mentioned in the Schedule of Rates (SOR), the transportation charges will be paid on pro-rata basis of BCPL's nearest stations mentioned in the SOR.

For transportation of any consignment having weight above the vehicle load specified Definition of Vehicles clause in the tender document, charges will be paid on pro-rata basis, in addition to the preamble rate wherever applicable subject to carrying capacity of particular vehicle.

Should any job/item beyond the scope of the schedule arise/arrive a specific price for that particular job/item shall be negotiated and agreed to on the basis of similar job/ item covered by the schedule.

17 VOLUME OF WORK:

No guarantee can be given of any definite volume of work which will be entrusted to the contractor at a time or throughout the period of the contract. The indication of quantity to be handled and cleared is tentative and without any obligation on the part of BCPL/Owner and it cannot be made the subject matter of any claim or litigation at any time even if quantities actually offered for handling during the period of the contract are substantially lower or higher than the estimated quantity indicated in the tender document. Some of the SOR items, may not be executed during the entire contract period & some SOR items, may be executed more than the quantity indicated in the tender documents, which will totally depends on the arrival of Imports.

The Likely quantity is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of Bids.

18 OUT OF POCKET EXPENSES:

Following out of pocket expenses are reimbursable in addition to the other schedule of rates as and where applicable. No expenses other than those mentioned shall be payable. All expenses under this head shall be supported by vouchers/original receipts (which should be necessarily reflecting BCPL name).

- a) Differential Customs Duty.
- b) All the shipping company charges like Terminal Handling charges, DO charges, Container detention, container cleaning / washing / repair / damage, Container insurance/ IMG filling/Port conjunction etc.
- c) All the Warehouse/CFS charges like Ground Rent, De-stuffing, lift on / lift off, container examination etc.
- d) All the Airport charges like Demurrage, handling, Packing etc. including airlines charges.
- e) Cost of judicial stamps and bonds, stamp duty.
- f) Octroi if unavoidable.
- g) Customs examinations and overtime fees.
- h) Survey Fees at Dock/port/airport/CHA godown.
- i) Agreed Charges for repacking / repairing of damaged packages at Dock/Port/Godown.
- j) Ocean and airfreights, if advised by BCPL.

- k)** Documentation charges, Surveyor charges, Chartered engineer charges.
- l)** EDI (Electronic Data Interchange) charges.
- m)** Courier charges.
- n)** Any other port/air port/ shipping company/Airlines/Freight Forwarder/Console agent charges as advised by BCPL time to time.

Out of pocket expenses as mentioned above shall be paid by Contractor in case the total expenses are within Rs. 50000 per shipment. and such out of pocket expenses will be re-imbursed by BCPL to the contractor on production of original receipts along-with bills for the completed jobs within 15 days from the date of submission. In case total expenses exceeds Rs 50000, contractor must inform the same to BCPL about details of amount required for clearance .On receipt of the request from contractor the fund will be transferred to contractor's account against single shipment. That must be adjusted / reconciled in the bills against the shipment.

19 DEMURRAGES ETC.:

The Clearing Agent shall operate in such a manner as to clear the cargo within the free period subject to Force Majeure. Demurrage if any to the consignment shall be to the account of the clearing agent if caused due to their omission or negligence. The reason for incurring demurrage if any shall be indicated in the individual bills submitted by the clearing agent by way of summary report. Based on the report BCPL/Owner shall decide as to who is responsible for the demurrage. The decision of BCPL/Owner on demurrage and other charges shall be final and binding on the Clearing Agent.

20 ALLOWABLE TIME FOR COMPLETION OF CHA JOB:

After the receipt of all the required documents, contractor must clear the shipment within the shortest possible time. In case of delay by contractor for custom clearance, penalty shall be levied as per tender. Permissible time (working days) for completion of job from the arrival of vessel / landing of flight till the clearance shall be as follows:

Air shipments –

- Day 1 – Landing of flight, collection of freight bill from Freight Forwarders / agents, preparation of Checklist for B/E
- Day 2 – Forwarding of checklist to BCPL, obtaining approval for checklist, filing of B/E
- Day 3 – Completion of assessment of B/E in customs & forwarding the same to BCPL
- Day 4 – Online duty & freight payments by BCPL.
- Day 5 – Obtaining Delivery Orders from Freight Forwarders, payment of stamp duty, completion of all formalities & obtaining out of charge BE & delivery

Sea Shipments -

- Day 1 – Arrival of vessel, collection of freight bill from shipping company/agents, preparation of Checklist for B/E
- Day 2 – Forwarding of checklist to BCPL, obtaining approval for checklist, filing of B/E
- Day 3 – Completion of assessment of B/E in customs & forwarding the same to BCPL
- Day 4 – Online duty & freight payments by BCPL

- Day 5 – Obtaining Delivery Orders from shipping companies, furnishing of container bonds, payment of stamp duty, payment of shipping company charges & completion of all formalities till customs examination
- Day 6 –completion of Custom examination
- Day 7 –Completion of all formalities related to CFS yard & arranging delivery from the CFS yard

Above indicated time just an indicative only. Contractor must put all efforts to clear the shipments immediately within the shortest possible time.

Any demurrage accrued during air shipment clearance to be borne by contractor unless it is confirmed by BCPL that the delay is not attributable to contractor. Contractor needs to submit the day wise report, reason for delay and accrual of demurrage etc to BCPL and the same needs to be submitted at the time of forwarding the bill against each shipment.

For Sea Shipment: Beyond above total permissible period, any delay occurred due to the fault of contractor, penalty @ Rs.1000 per day per 20' container &Rs. 1200 per day per 40' container shall be deducted from contractor's account.

21 DISTANCE & PERMISSIBLE TRANSIT TIME TO DESTINATION FROM KOLKTA :

Contractor needs to ensure the materials reaches destination within the shortest possible time.

Distances to BCPL units& transit time are tabulated below.

Sl. #	DESTINATIONS	DIST. (in kms)	Differential distances (in kms)	TRANSIT TIME (in days)			
				LCV	Truck	Trailor / 20' Trailor for container/ Isotanks	40' Trailor for container
01	Lepetkata /Lakwa/ Duliajan	1400	0	5	6	7	8

Above transit time is excluding the collection day & reporting day at destination. This transit time is for one way only. i.e. either onward/return journey (whichever applicable).

In case contractor fails to deliver the consignments at destination within above transit time, contractor shall be liable for penalty as stipulated in penalty clause.

22 PENALTY :

a. DELAY IN CLEARANCE

In case of any delay in clearance of materials from the port / airport after receipt of complete and clean documents, Custom Duty & other statutory charges from BCPL, penalty @ 0.5% of the agency charges of that particular B/L or AWB per week of delay shall be levied subject to maximum of 5% of the agency charges of that particular B/L.

b. DELAY IN DELIVERY:

In case, Transporter fails to deliver the materials within the permitted transit time in the tender document, then penalty as per following for each day's delay shall be deducted from the bills, subject to a maximum of 25% of the total freight bill for the particular transportation charges, except accidents:

- | | | | | |
|----|--|---|--------|---------|
| 1. | For LCV | - | 500/- | per day |
| 2. | For Truck | - | 800/- | per day |
| 3. | For Normal Trailor/20' Trailors/Isotanks | - | 1200/- | per day |
| 4. | For 40' Trailors | - | 1500/- | per day |

In case, the truck/trailor met with accident during transit, Contractor must immediately inform BCPL about the complete details of accident & photos of goods etc. and necessary FIR with police must be lodged by Contractor within the next day of accident & copy of the same must be forwarded to BCPL. If BCPL arranges for Insurance survey, then LD for the period from date of accident till date of clearance by surveyor to move the goods will be waived off. If there is no survey is involved, then only 2 days waiver of LD will be considered.

c. FOR TRANSHIPMENT:

In case the contractor is found to have resorted to transshipment of full truck / trailer load materials without the approval of EIC, penalty up to 50% of the total freight bill for the particular trip shall be applicable. In addition to above, BCPL reserves the right for terminate the contract with 24 hours notice. In the event of accidents/break down of truck/trailor, where the transshipment/change of horse is inevitable, then Contractor must obtain the approval from BCPL for the same.

d. FOR CLUBBING MATERIALS:

If at any stage, it is detected that the contractor has clubbed the materials of some other party in a vehicle carrying BCPL materials as full load, a penalty @ 50% may be levied on the total freight amount. In addition to above, BCPL reserves the right for terminate the contract with 24 hours notice.

23 MINIMUM CHARGES/PAYMENT BY VOLUME:

Minimum per trip charges shall be payable only when under load is transported from any place at the specific request of the Officer-in-Charge of BCPL or when the total weight or volume of full shipment falls short of Truck/Trailer carrying capacity. In these cases minimum charges shall be paid as 9 MT for packages having length up to 5.5 Mtrs , 16 MT for packages with length more than 5.5 Mtrs and up to 5.8 Mtrs & 22 MT for packages with length more than 5.8 Mtrs and up to 12 Mtrs. Any extra weight above 9 MT, 16 MT & 22 MT will be paid on pro-rata basis.

24 MAXIMUM SIZES OF CONSIGNMENTS:

Maximum limiting sizes of Truck/Trailer/Tempo consignments shall be as follows:

- a)** Truck: Length up to 5.5 Mtrs.
Width up to 2.0 Mtrs.

Height up to 2.3 Mtrs
Weight up to 9 MT.

- b) Truck: Length up to 5.8 Mtrs.
Width up to 2.1 Mtrs.
Height up to 2.4 Mtrs
Weight up to 16 MT.
- c) Trailer: Length up to 12 Mtrs.
Width up to 2.7 Mtrs.
Height up to 2.6 Mtrs
Weight up to 22 MT
- d) Tempo/LCV : Small consignments weighing up to 3 MT
Length up to 4.0 Mtrs.
Width up to 2.0 Mtrs.
Height up to 2.0 Mtrs.
Weight up to 3 MT

25 **MIXED CARGO:**

If any truck cargo is required to be carried in any particular trip by trailer as mixed cargo, the entire load shall be treated as trailer load provided Officer-in- Charge's permission is taken in advance. When packages of different Bills of Lading are clubbed for the purpose of transportation, charges shall be subject to only one maximum.

26 **BONDING/DE-BONDING OF CARGO:**

- 26.1 In case of necessity, contractor will arrange with the prior permission of BCPL/Owner for bonding of consignments and remove the goods to bonded Warehouse to avoid port demurrage charges. Subsequently, contractor shall arrange de-bonding and clear the consignments. In case of Bonding of cargo, Agency charges shall be paid once for bonding the cargo & again at the time of Debonding the cargo.
- 26.2 If the consignments are stored in Public/Customs bonded warehouse, the storage charges shall be Paid by BCPL/Owner at actuals as per the tariffs/rate charts of the said Public bonded warehouses.
- 26.3 Charges for transportation to bonded warehouse shall be paid as per the schedule for removal to contractor's godown. All other charges for loading/ unloading operations shall be as per operations at CHA godown of the schedule of rates.
- 26.4 Contractor shall be fully responsible to adhere to the required formalities for bonding and de-bonding of the consignments.

27 **ESCALATION CLAUSE :**

If the diesel rate increase /decreases beyond 5% of the quoted diesel rate then the rates will be revised as follows:

Revised rate of freight = Original Rate of freight as per SOR x Revised rate of diesel/Original rate of diesel .

The diesel price of Dibrugarh will be considered. The bidder must quote the transportation charges based on Diesel Price of Rs 46.65 per liter.

This revision will be applicable on Transportation charges only.

28 PORT OF CLEARANCE:

The Contractor shall arrange clearance of all consignments arriving at Kolkata, Haldia, Mumbai sea port as well as Kolkata, Mumbai International Airport.

29 CLEARANCE OF CONTAINERIZED CARGO SHIPMENTS

Normally, all the containerized shipments arrive at ports will be cleared on FACTORY DESTUFFING basis only. All the formalities like payment of shipping co charges, stamp duty & other charges, furnishing blank cheques & container bonds, obtaining DOs from various shipping agents/consolidators etc. for taking the delivery of the containers must be carried out by the contractor within the shortest possible time to avoid container detention charges. These expenses shall be paid by Contractor in case the total expenses are within Rs. 50000 per shipment. and expenses will be reimbursed by BCPL to the contractor on production of original receipts alongwith bills for the completed jobs within 15 days from the date of submission. In case total expenses exceeds Rs 50000, contractor must inform the same to BCPL about details of amount required for clearance .On receipt of the request from contractor the fund will be transferred to contractor's account against single shipment. That must be adjusted / reconciled in the bills against the shipment. BCPL will not provide blank cheques or any advance payments to shipping companies during the clearance activities. Contractor needs to submit the blank cheques and all the payments for clearance and the same will be reimbursed by BCPL on submission of original receipts alongwith bills. Further, part bills for any shipments will not be entertained and contractor needs to submit bill alongwith original receipts only after submission of all the empty containers against the shipment in the empty yard of CFS.

The contractor needs to prepare container bonds in stamp paper and arranging submission of the same to shipping companies for enabling factory de-stuffing delivery. Arrangement of carrying out custom examination at CFS yard. Payment to CFS Yard and completion of all formalities for obtaining out of charges Bill of Entry for taking delivery of container. Arranging loading of containers in trailers & completion of all documentation formalities at yard for taking delivery of containers.

- a) During the clearance itself, Contractor must plan and arrange suitable trailers for transportation to destination in such a manner that the delivery container should be completed on the same day of custom examination. Any delay in deploying, loading & release of trailers occurred due to the negligence of the contractor, container detention shall be deducted from contractor's bills.
- b) Similarly, empty containers must be deposited immediately on its arrival at designated empty container yard, by arranging container letter from shipping companies. In case of any delay in deposition of empty containers even after reaching at empty container yard, due to delay in arrangement of container letter, then container detention for the delayed period will be deducted from Contractor's bills.

- c) It is the responsibility of the contractor for collection of endorsed copy of Bill of Entries (after submission of empty containers by transporter)/ Receiving in the Bond submitted from the yards & arrange the release of blank cheques submitted by contractor with shipping companies during the clearance of containerized shipments.

30 SITE CLEANING:

The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up-to the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of CONTRACTOR to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof. The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge. The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge. No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

31 ROUNDING OFF:

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

32 FIRM PRICE:

The quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever except fuel escalation (Ref clause no 23 of SCC)

33 TAXES AND DUTIES:

33.1 The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. except service tax till the final completion of the work, and contractor shall not be eligible for any compensation on this account except for statutory variations/ new Taxes, Duties as mentioned in clause no.33.2 below.

33.2 Statutory Variation/ New Taxes& Duties:

- a) Contractor shall bear all liability with respect to Taxes, Duties, Levies, Octroi, Cess etc.. However in case of imposition of new Taxes, Duties / any increase in the applicable rate(s) of Sales Tax, Excise Duty & Service Tax, after the last date of submission of the price bid by the bidder and till the contractual completion period, the Owner shall reimburse to the Contractor new Taxes, Duties/ any

increase in the rate of Sales Tax, Excise Duty & Service Tax, as the case may be, on submission of satisfactory documentary evidence. New Taxes, Duties/ Statutory variation during the extended contractual completion period (if any) shall be payable only if the reason for extension is attributable to the Owner.

- b) Conversely, if there is any reduction in the rates of Sales Tax, Excise Duty, Service Tax etc. after the date of the submission of the priced bid and till the contractual completion period, the Owner shall be entitled to the benefit of such reduction by way of reduction (in addition to any other reduction or discount provided for) from the price(s).

Service Tax:

The contract price shall be inclusive of all taxes & duties applicable from time to time except Service Tax. Contractor shall quote the applicable % of service tax for their services in the SOR of the tender as per existing Service tax Act/Rules.

However, as per the Government notification no. 32 to 35/2004-ST dtd. 03.12.2004 & subsequent amendment/changes (if any) by the Govt., BCPL will discharge Service Tax liability for the transportation of goods under this contract as per the provisions. For this purpose, Contractor has to issue a Consignment Note in the name of BCPL with required details. Further, following must be declared in the GR:

“We hereby declare that we have not availed Cenvat Credit paid on inputs or capital goods used for providing services and we have also not availed the benefit under the notification no. 12/2003-ST dtd. 20.06.2003 GSR 503 (E), hence, eligible for abatement”.

In case of any changes / amendment in the Service Tax rules/Act, the same shall be regularized accordingly.

34 INCOME TAX & CORPORATE TAX:

- 34.1** Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 34.2** Corporate Tax Liability if any shall be to Contractor's account.

35 STATUTORY APPROVALS:

The approval from any authority required as per statutory rules and regulations of Central / State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid for all inspections and approvals by such authorities, if

any, should be included in the quoted price. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

36 INSURANCES:

- 36.1** Owner will arrange Comprehensive Insurance policy covering Marine, Inland Transit Insurance (in India) and Site Erection/ Storage Insurance. However, Bidder shall carry and maintain any and all other Statutory Insurance(s) required under Indian laws and regulations, including Workmen Compensation Act/ Employee State Insurance/ Third Party Liabilities etc. and Insurances for their personnel engaged in performance of the work at Contractor's own cost.
- 36.2** Irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.
- 36.3** Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

37 CONTRACT PERFORMANCE SECURITY/GUARANTEE:

The clause no.24.0 of GCC shall stand modified to the following extent only:

As a Contract Security, the Contractor to whom the work is awarded, within 15 (Fifteen) days of such award of contract shall furnish a Contract Performance Security/Guarantee in favour of the Employer/Consultant in the form of an irrevocable and unconditional Bank Guarantee as per proforma approved by Employer/Consultant. This Bank Guarantee shall be issued by any Indian Nationalised /Scheduled Bank or reputed International Bank. The Guarantee amount shall be 7.5% of one year's contract value as awarded, for the faithful performance of the contract strictly in accordance with terms and conditions of contract. The Guarantee shall be valid till expiry of 90 (Ninety) days after the contract completion period. In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above. The Employer/Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer/Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

In addition to the above, vendor has to submit a security deposit of 5 lakh value for shipping line freight & other expenses (Refer clause no 12.35 of SCC) in a form of Bank Guarantee which will be valid till completion of contract pursuance to clause no 10 of Special condition of contract.

38 LABOUR LICENCE:

Before starting of work Contractor shall obtain a license (if applicable) from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

39 LOADING, UNLOADING & ENTRY OF VEHICLE:

Loading, unloading of materials at all locations except BCPL's site, are in contractor's scope. Loading of re- export, unloading of import materials at BCPL site will be done by BCPL.

All Vehicles should enter BCPL on working days only. Vehicle entered after 3.30 pm will be considered in the next day only. No vehicle will be loaded or unloaded during holidays, Sundays, Saturdays, strike, local holidays. Vehicle detention charges will not be paid by BCPL during the above mentioned restricted time period.

40 DETENTION CHARGES AT DESTINATION

Applicable detention charges shall be as follows:

- | | | | |
|----|--|---|----------------|
| 1. | For LCV | - | 500/- per day |
| 2. | For Truck | - | 800/- per day |
| 3. | For Normal Trailor/20' Trailors/Isotanks | - | 1000/- per day |
| 4. | For 40' Trailors | - | 1200/- per day |

41 ALTERNATIVE ARRANGEMENT:

In the absence of timely performance by the contractor in supplying vehicles as and when called for and if the contractor fails to meet the contractual obligation, BCPL will get the job done at contractor's risk and cost through alternative arrangements and the amount spent shall be recovered from his pending bills or from security deposit or by any other means.

42 ABNORMALLY HIGH RATED ITEM (AHR item):

For all item whose rates as quoted by the bidder exceed owners/BCPL estimates by 50% shall be treated as AHR items. The items which are being considered by the owner as AHR item shall be notified to the contractor at the time of issue of L.O.I. / W.O. The AHR items shall be operated strictly up-to quantity given in SOR. In case the completion of work requires operating these items beyond SOR quantity the same shall be done by the contractor under written instruction from EIC.

The rate payable for AHR item shall be as given here as under.

1. Rate as quoted by the Contractor up-to the SOR.

2. For quantities executed in excess of SOR, the minimum of the following rates shall be considered.
 - a) Contractor's quoted rates.
 - b) Market rates of the item as ascertained from at-least 3 valid quotation, duly approved by EIC, plus 15% for Contractor's profit and overheads.

43 SPECIAL CONDITIONS:

- 43.1** Bidder must file the Bill of Entries by his own valid CHA license. "In the event of suspension of CHA License by customs authorities during the currency of the contract, contractor must immediately inform BCPL regarding the same in writing. Contractor may sub-let the filing of Bill of Entries by using other valid CHA license after taking written approval from BCPL, at same rates, terms and conditions at contractor's risk and cost. For which, contractor needs to submit an undertaking in stamp paper as per BCPL format clearly mentioning the overall responsibility of contracted activities solely lies with the contractor, for taking approval from BCPL.

After regularization of their CHA license, contractor needs to resume execution of job for the remaining period of contract. If the suspension period is more than 4 months, BCPL will terminate the contract and forfeit their security deposit and balance quantity will be executed by the other contractor for the remaining period of the contract at the sole risk and cost of the contractor. Further, any demurrage incurred during the period of transfer of documents/activities to other contractor due to suspension of CHA license shall be recovered from suspended contractor's outstanding bills".

- 43.2** "Bidder can get the Transportation activities of the tender done by other agency. Bidder must submit an undertaking in this effect in the prescribed format provided by BCPL after getting the contract. However, complete details of the transporter, who will be providing the Transportation services, must be declared in the bid. It will be the sole responsibility of the Contractor to discharge the entire contractual obligations as per the tender terms & conditions.

- 43.3** Transportation of goods under this contract must comply all statutory norms applicable time to time during the currency of contract and goods must be transported only through registered common carriers. It may be noted that transportation of goods through unregistered common carrier will be considered illegal & not allowed in this contract."

44 DEFINITION OF VEHICLES:

Mini Trucks / LCV means a Truck with side walls and open TOP/ closed TOP and having net carrying capacity up to 3 MT and body space suitable to carry consignments.

"Truck" means Truck with side walls or without side walls or collapsible side walls and open TOP and having net carrying capacity not less than 9 MT and body space suitable to carry consignments.

"TRAILOR" means an articulated vehicles having net carrying capacity of not less than 28 MT and body space suitable for carrying consignments.

“TRAILOR FOR CARRYING 20’ CONTAINER” means an articulated vehicle having net carrying capacity of not less than 24 MT (including the weight of the container) and body space suitable for carrying 20’ GP, HQ,OT Containers.

“TRAILOR FOR CARRYING 40’ CONTAINER” means an articulated vehicle having net carrying capacity of not less than 28 MT (including the weight of the container) and body space suitable for carrying 40’ GP, HQ,OT Containers.

“TRAILOR FOR CARRYING 20’ ISOTANK” means an articulated vehicle having net carrying capacity of not less than 24 MT (including the weight of the ISOTANK) and body space suitable for carrying consignments.

45 AFFIDAVIT

The bidder shall submit an affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying the following:

The document submitted by M/s. _____ are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. _____ shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws

NAME AND LOCATION OF THE PROJECT

**M/S.BRAHMAPUTRA CRACKER & POLYMER LIMITED
LAPETKATA –DIBRUGARH
LAKWA-SIBSAGAR
DULIAJAN-DIBRUGARH**

SIGNATURE & SEAL OF TENDERER

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Quantities shown in the SOR is tentative which may increase or decrease.
- 5 Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC.

PART -A
UN-PRICED SCHEDULE OF RATE

**SUBJECT: CUSTOM HOUSE AGENT (CHA) FOR IMPORT CONSIGNMENTS
INCLUDING TRANSPORTATION FROM PORT OF CLEARANCE TO BCPL
LEPETKATA/ LAKWA/ DULIAJAN**

SUBJECT: CUSTOM HOUSE AGENT (CHA) FOR IMPORT CONSIGNMENTS INCLUDING TRANSPORTATION FROM PORT OF CLEARANCE TO BCPL LEPETKATA/ LAKWA/ DULIAJAN

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
Group-A	Agency Charges for IMPORT of Break Bulk / LCL Cargo & all type of Container Shipments(GP ,Flat Rack, Open Top Container)					
	To cover all documentation formalities with customs, port, carriers, steamship companies and other authorities, checking up of plates, rolled sections, pipes and general materials on landing, verification of damages, weighment, arrangements for joint surveys, customs examination, debiting of Import Authorisations, if any, indenting of transport vehicles, initiating, lodging and processing of claims with customs, port, carriers, insurance underwriters and other authorities, octroi exemption formalities and supervision connected with entire operation of clearing and forwarding at Kolkata&/Haldia Ports and at Mumbai Port.					
1	LCL Shipments, 20 ft Container , 40 ft Container (Rate per Bill of Lading)	Each	200	Don't quote	Don't quote	Don't quote
	Agency charges for EXPORT sea shipments (per shipping Bill) (GP ,Flat Rack, Open Top Container, LCL /Break Bulk Cargo)					
	LCL Shipments, 20 ft Container , 40 ft Container					
2	LCL Shipments,	Each	5	Don't quote	Don't quote	Don't quote
3	20 ft Container	Each	5	Don't quote	Don't quote	Don't quote
4	40 ft Container	Each	5	Don't quote	Don't quote	Don't quote
5	Any other type of Export Sea Shipment	Each	5	Don't quote	Don't quote	Don't quote
6	Container Handling Charges for 20ft FCL of any type (per container)	Each	50	Don't quote	Don't quote	Don't quote

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
7	Container Handling Charges for 40ft FCL of any type (per container)	Each	50	Don't quote	Don't quote	Don't quote
8	Agency Charges For Re-Import Air/Sea Shipment (per Bill of Entry)	Each	10	Don't quote	Don't quote	Don't quote
	To cover all the additional activities involved clearance of re-import shipments like arranging first check examination, matching of serial numbers of the materials, arranging suitable handling equipments for first check, labour etc including attending all the queries raised by customs etc					
9	Agency Charges for Export Air Shipment (Per Shipping Bill)	Each	10	Don't quote	Don't quote	Don't quote
10	Charges for High Sea Sale shipment (Charges per Bill of Entry payable in addition to agency charges of Air /Sea shipment	Each	10	Don't quote	Don't quote	Don't quote
11	Extra activities as and when required by BCPL	Man-day	50	Don't quote	Don't quote	Don't quote
Group B	Loading or Unloading Of Sea Consignments At Port Docks (Haldia/Mumbai/Kolkata)					
	(This schedule is operable only for Break-bulk & LCL Cargo					
	Loading or unloading at port docks on or from vehicles including shifting, crantage, labour charges, handling equipments etc.					
	GENERAL CARGO					
12	Package each weighing gross up to 500 Kgs.	Each	50	Don't quote	Don't quote	Don't quote
13	Between 501 and 1500 Kgs.	Each	25	Don't quote	Don't quote	Don't quote
14	Between 1500 and 3000Kgs.	Each	10	Don't quote	Don't quote	Don't quote
15	Between 3001 and 7000 Kgs.	Each	10	Don't quote	Don't quote	Don't quote
16	Between 7001 and 10000 Kgs.	Each	10	Don't quote	Don't quote	Don't quote
17	Between 10001 and 20000 Kgs	Each	5	Don't quote	Don't quote	Don't quote

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
18	Between 20001 and 30000 Kgs	Each	5	Don't quote	Don't quote	Don't quote
19	Between 30001 and 60000 Kgs	Each	2	Don't quote	Don't quote	Don't quote
	Loading or Unloading At Contractor's Godown (at Kolkata, Mumbai)					
20	Package each weighing gross up to 500 Kgs.	Each	30	Don't quote	Don't quote	Don't quote
21	Between 501 and 1500 Kgs.	Each	20	Don't quote	Don't quote	Don't quote
22	Between 1500 and 3000Kgs.	Each	10	Don't quote	Don't quote	Don't quote
23	Between 3001 and 7000 Kgs.	Each	10	Don't quote	Don't quote	Don't quote
24	Between 7001 and 10000 Kgs.	Each	5	Don't quote	Don't quote	Don't quote
25	Between 10001 kgs. and 15000kgs.	Each	1	Don't quote	Don't quote	Don't quote
Group-C	TRANSPORTATION BY ROAD:					
	For transportation including labour, lashing, dunnage, transport vehicles etc.					
	From Port Docks / CFS / Kolkata, Haldia Sea & Kolkata International Air Port To Contractor's Godown. (At Kolkata)					
	Truck Consignments Minimum 9 Mt Per Trip					
26	Dock/CFS	TRIP	20	Don't quote	Don't quote	Don't quote
27	Airport	TRIP	8	Don't quote	Don't quote	Don't quote
28	Haldia	TRIP	5	Don't quote	Don't quote	Don't quote
	Trailer Consignments Minimum 16 Mt Per Trip			Don't quote	Don't quote	Don't quote
29	Dock/CFS	TRIP	8	Don't quote	Don't quote	Don't quote
30	Haldia	TRIP	4	Don't quote	Don't quote	Don't quote
	Trailer Consignments Minimum 22 Mt Per Trip					
31	From Kolkata	TRIP	6	Don't quote	Don't quote	Don't quote
32	From Haldia	TRIP	2	Don't quote	Don't quote	Don't quote
	Small Consignments By LCV (Weighing Upto 3 Mt)					
33	Dock/CFS	TRIP	40	Don't quote	Don't quote	Don't quote

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
34	Airport	TRIP	30	Don't quote	Don't quote	Don't quote
35	Haldia	TRIP	5	Don't quote	Don't quote	Don't quote
	From Port Docks / CFS /Mumbai Sea & International Air Port To Contractor's Godown (At Mumbai)					
36	Truck Consignments Minimum 9 Mt Per Trip	TRIP	10	Don't quote	Don't quote	Don't quote
37	Truck Consignments Minimum 16 Mt Per Trip	TRIP	5	Don't quote	Don't quote	Don't quote
38	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	5	Don't quote	Don't quote	Don't quote
39	Small Consignments By LCV (Weighing Upto 3 Mt)	TRIP	10	Don't quote	Don't quote	Don't quote
NOTE: Only Small Consignments Not Forming Full Truck/Trailer Loads Shall Be Taken To Contractor's Godown. All Full Truck/Trailer Loads Shall Be Transported Directly From Port Docks / CFS / Airport To Project Site.						
	From Port Docks/CFS/Air Cargo Complex/Contractor's Godown (Kolkata) to site at Lepetkata, Lakwa, Duliajan.					
40	Truck Consignments Minimum 9 Mt Per Trip	TRIP	30	Don't quote	Don't quote	Don't quote
41	Truck Consignments Minimum 16 Mt Per Trip	TRIP	20	Don't quote	Don't quote	Don't quote
42	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	20	Don't quote	Don't quote	Don't quote
43	Small Consignments By LCV(Weighing Up-to 3 MT)	TRIP	30	Don't quote	Don't quote	Don't quote
	Small consignment not required to be transported in SOR 40-43 from Kolkata to BCPL-Lepetkata/ Lakwa/ Duliajan					
44	0-50 Kg (Mode of transportation is air)	EA	40	Don't quote	Don't quote	Don't quote
45	51-250 kg(Mode of transportation is air)	EA	15	Don't quote	Don't quote	Don't quote
46	251-500 kg	(Mode of transportation is air/road/rail but consignment should reach at BCPL site on 5 th Day from custom clearance)	EA	10	Don't quote	Don't quote
47	501-1000 kg		EA	10	Don't quote	Don't quote
48	Transportation Of loaded 20 Feet GP containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	40	Don't quote	Don't quote	Don't quote

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
49	Transportation Of loaded 20 Feet FR/OT Containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement)..	TRIP	10	Don't quote	Don't quote	Don't quote
50	Transportation Of loaded 40 Feet GP containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	35	Don't quote	Don't quote	Don't quote
51	Transportation Of loaded 40 Feet FR/OT container to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	5	Don't quote	Don't quote	Don't quote
52	Transportation of chemical loaded 20' ISOTANK to destination & back Kolkata (point of initial despatch/as per requirement)..	TRIP	3	Don't quote	Don't quote	Don't quote
53	Transportation of 20 ft loaded REEFR container(any type) to destination & back to Kolkata (point of initial despatch/as per requirement).	TRIP	1	Don't quote	Don't quote	Don't quote
54	Transportation of 40 ft loaded REEFR container(any type) to destination & back to Kolkata (point of initial despatch/as per requirement).	TRIP	1	Don't quote	Don't quote	Don't quote
	Outward Export Material to be Transported to CHA go down at Kolkata from BCPL					
55	Truck Consignments Minimum 9 Mt Per Trip	TRIP	5	Don't quote	Don't quote	Don't quote
56	Truck Consignments Minimum 16 Mt Per Trip	TRIP	5	Don't quote	Don't quote	Don't quote
57	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	5	Don't quote	Don't quote	Don't quote
58	Small Consignments By LCV(Weighing Upto 3 MT)	TRIP	5	Don't quote	Don't quote	Don't quote
	From Port Docks/CFS/Air Cargo Complex/Contractor's Godown (Mumbai) To Site At Lepetkata, Lakwa, Duliajan.					
	(Sl. Number 59-68 are pertaining to Mumbai)					

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
59	Truck Consignments Minimum 9 Mt Per Trip	TRIP	3	Don't quote	Don't quote	Don't quote
60	Truck Consignments Minimum 16 Mt Per Trip	TRIP	3	Don't quote	Don't quote	Don't quote
61	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	2	Don't quote	Don't quote	Don't quote
62	Small Consignments By LCV(Weighing Up-to 3 MT)	TRIP	3	Don't quote	Don't quote	Don't quote
63	Transportation Of 20 Feet GP Containers.	NOS	3	Don't quote	Don't quote	Don't quote
64	Transportation Of 20 Feet FR/OT Containers.	NOS	2	Don't quote	Don't quote	Don't quote
65	Return Of Empty Containers (20 Feet GP/FR/OT)	NOS	3	Don't quote	Don't quote	Don't quote
66	Transportation Of 40 Feet GP Containers.	NOS	2	Don't quote	Don't quote	Don't quote
67	Transportation Of 40 Feet FR/OT Containers.	NOS	1	Don't quote	Don't quote	Don't quote
68	Return Of Empty Containers (40 Feet)	NOS	3	Don't quote	Don't quote	Don't quote
Group-D	Transportation Charges For Export Material					
	Transportation Of Empty Container From Port/CFS (Kolkata)To BCPL's Location					
69	20 Ft Container	TRIP	5	Don't quote	Don't quote	Don't quote
70	40 Ft Container	TRIP	5	Don't quote	Don't quote	Don't quote
	Transportation of Loaded Container from BCPL's Location to Port/ CFS at Kolkata					
71	20 Ft Container	TRIP	20	Don't quote	Don't quote	Don't quote
72	40 Ft Container	TRIP	20	Don't quote	Don't quote	Don't quote
Group-E						
73	Storage At Contractor's Godown: Storage charges per MT per week or part thereof	MT	200	Don't quote	Don't quote	Don't quote
Group-F	Container Consignments					

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
	For de-stuffing cargo from FCL containers inside port area. (All types of containers viz., GP, HC, OT, Flat Rack etc.) (In the event of above activity undertaken by Port Authorities / CFS/ their nominated agency, the charges paid at actual shall be reimbursed, supported by vouchers. However, the overall responsibility of arranging loading/ unloading without any delay / detention, lies with the contractor only)					
74	For 20 Feet containers	NOS	50	Don't quote	Don't quote	Don't quote
75	For 40 Feet containers	NOS	50	Don't quote	Don't quote	Don't quote
	For de-stuffing cargo from FCL containers outside port area including handling, transportation and return of empty containers (All types of containers viz., GP, High Cube, OT, Flat Rack etc.)(In the event of above activity undertaken by Port Authorities / CFS/ their nominated agency, the charges paid at actual shall be reimbursed, supported by vouchers. However, the overall responsibility of arranging loading/ unloading without any delay / detention, lies with the contractor only)					
76	For 20 Feet Containers	NOS	50	Don't quote	Don't quote	Don't quote
77	For 40 Feet Containers	NOS	30	Don't quote	Don't quote	Don't quote
	For Coordination in de-stuffing cargo from FCL containers inside / outside port area including handling, transportation and return of empty containers (All types of containers viz., GP, High Cube, OT, Flat Rack etc.)					
78	For 20 Feet Containers	NOS	50	Don't quote	Don't quote	Don't quote
79	For 40 Feet Containers	NOS	40	Don't quote	Don't quote	Don't quote
NOTE: The above rates include charges for any stacking/grounding/shifting/loading/unloading of containers for examination and delivery purpose.						

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
GROUP-G	AIR CONSIGNMENTS					
80	Agency charges for import air shipments (per Bill of Entry)	Each	150	Don't quote	Don't quote	Don't quote
	To covers all the activities involved in processing of documents, noting of B/E till passing from customs, attending queries raised by customs etc., all the other documentations / formalities including arranging survey, filing of claims required till the delivery of the shipment					
	Loading or Unloading of Air Consignment at Kolkata& Mumbai Air Cargo Complexes/ Loading or unloading at port docks on or from vehicles including shifting, crantage, labour charges, handling equipments etc. inside air cargo complexes					
81	Package each weighing between 50 kgs to 350 Kgs.	NOS	100	Don't quote Don't quote	Don't quote Don't quote	Don't quote Don't quote
	(For Shipment weighing upto 50 kg , contractor has to arrange of his own)					
82	Between 351 and 5000 Kgs.	NOS	40	Don't quote	Don't quote	Don't quote
83	Between 5001 and 10000 Kgs.	NOS	20	Don't quote	Don't quote	Don't quote
84	Between 10001 and 15000 Kgs.	NO	6	Don't quote	Don't quote	Don't quote
85	Documentation Services: For follow-up , documentation process vendor has to deploy one representative at BCPL site	Man-Months	24	Don't quote	Don't quote	Don't quote
Group-H						
86	Submission of essentiality certificate to Custom Authority at Kolkata and registering at Kolkata customs for orders covered under custom head 98.01(per PO)	EA	5	Don't quote	Don't quote	Don't quote
87	Reconciliation of projects (per SABL) which are having upto 10 B/Es per SABL	EA	4	Don't quote	Don't quote	Don't quote

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
88	Reconciliation of projects (per SARL) which are having more than 10 B/Es and less than 25 BE 's per SARL and as per instructions of EIC]	EA	4	Don't quote	Don't quote	Don't quote
89	Reconciliation of projects (per SARL) which are having more than 25 BE 's per SARL and as per instructions of EIC]	EA	4	Don't quote	Don't quote	Don't quote
90	Obtaining Chartered Engineer Certification (per SARL) during project Import Reconciliation	EA	10	Don't quote	Don't quote	Don't quote
Group I						
91	Obtaining Consultant's Opinion on EXIM, Custom Rules etc	EA	3	Don't quote	Don't quote	Don't quote
	(each instant)			Don't quote	Don't quote	Don't quote
92	New Project Registration at Customs, Kolkata	EA	1	Don't quote	Don't quote	Don't quote
Total Amount						Don't quote

Above rate is inclusive of all taxes and duties except service tax

SERVICE TAX (EXTRA) = _____ %

PART -B

PRICED SCHEDULE OF RATE

**SUBJECT: CUSTOM HOUSE AGENT (CHA) FOR IMPORT CONSIGNMENTS
INCLUDING TRANSPORTATION FROM PORT OF CLEARANCE TO BCPL
LEPETKATA/ LAKWA/ DULIAJAN**

SUBJECT: CUSTOM HOUSE AGENT (CHA) FOR IMPORT CONSIGNMENTS INCLUDING TRANSPORTATION FROM PORT OF CLEARANCE TO BCPL LEPETKATA/ LAKWA/ DULIAJAN

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
Group-A	Agency Charges for IMPORT of Break Bulk / LCL Cargo & all type of Container Shipments(GP ,Flat Rack, Open Top Container)					
	To cover all documentation formalities with customs, port, carriers, steamship companies and other authorities, checking up of plates, rolled sections, pipes and general materials on landing, verification of damages, weighment, arrangements for joint surveys, customs examination, debiting of Import Authorisations, if any, indenting of transport vehicles, initiating, lodging and processing of claims with customs, port, carriers, insurance underwriters and other authorities, octroi exemption formalities and supervision connected with entire operation of clearing and forwarding at Kolkata&/Haldia Ports and at Mumbai Port.					
1	LCL Shipments, 20 ft Container , 40 ft Container (Rate per Bill of Lading)	Each	200			
	Agency charges for EXPORT sea shipments (per shipping Bill) (GP ,Flat Rack, Open Top Container, LCL /Break Bulk Cargo)					
	LCL Shipments, 20 ft Container , 40 ft Container					
2	LCL Shipments,	Each	5			
3	20 ft Container	Each	5			
4	40 ft Container	Each	5			
5	Any other type of Export Sea Shipment	Each	5			

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
6	Container Handling Charges for 20ft FCL of any type (per container)	Each	50			
7	Container Handling Charges for 40ft FCL of any type (per container)	Each	50			
8	Agency Charges For Re-Import Air/Sea Shipment (per Bill of Entry)	Each	10			
	To cover all the additional activities involved clearance of re-import shipments like arranging first check examination, matching of serial numbers of the materials, arranging suitable handling equipments for first check, labour etc including attending all the queries raised by customs etc					
9	Agency Charges for Export Air Shipment (Per Shipping Bill)	Each	10			
10	Charges for High Sea Sale shipment (Charges per Bill of Entry payable in addition to agency charges of Air /Sea shipment	Each	10			
11	Extra activities as and when required by BCPL	Man-day	50			
Group B	Loading or Unloading Of Sea Consignments At Port Docks (Haldia/Mumbai/Kolkata)					
	(This schedule is operable only for Break-bulk & LCL Cargo					
	Loading or unloading at port docks on or from vehicles including shifting, cranage, labour charges, handling equipments etc.					
	GENERAL CARGO					
12	Package each weighing gross up to 500 Kgs.	Each	50			
13	Between 501 and 1500 Kgs.	Each	25			

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
14	Between 1500 and 3000Kgs.	Each	10			
15	Between 3001 and 7000 Kgs.	Each	10			
16	Between 7001 and 10000 Kgs.	Each	10			
17	Between 10001 and 20000 Kgs	Each	5			
18	Between 20001 and 30000 Kgs	Each	5			
19	Between 30001 and 60000 Kgs	Each	2			
	Loading or Unloading At Contractor's Godown (at Kolkata, Mumbai)					
20	Package each weighing gross up to 500 Kgs.	Each	30			
21	Between 501 and 1500 Kgs.	Each	20			
22	Between 1500 and 3000Kgs.	Each	10			
23	Between 3001 and 7000 Kgs.	Each	10			
24	Between 7001 and 10000 Kgs.	Each	5			
25	Between 10001 kgs. and 15000kgs.	Each	1			
Group-C	TRANSPORTATION BY ROAD:					
	For transportation including labour, lashing, dunnage, transport vehicles etc.					
	From Port Docks / CFS / Kolkata, Haldia Sea & Kolkata International Air Port To Contractor's Godown. (At Kolkata)					
	Truck Consignments Minimum 9 Mt Per Trip					
26	Dock/CFS	TRIP	20			
27	Airport	TRIP	8			
28	Haldia	TRIP	5			
	Trailer Consignments Minimum 16 Mt Per Trip					
29	Dock/CFS	TRIP	8			
30	Haldia	TRIP	4			

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
	Trailer Consignments Minimum 22 Mt Per Trip					
31	From Kolkata	TRIP	6			
32	From Haldia	TRIP	2			
	Small Consignments By LCV (Weighing Upto 3 Mt)					
33	Dock/CFS	TRIP	40			
34	Airport	TRIP	30			
35	Haldia	TRIP	5			
	From Port Docks / CFS /Mumbai Sea & International Air Port To Contractor's Godown (At Mumbai)					
36	Truck Consignments Minimum 9 Mt Per Trip	TRIP	10			
37	Truck Consignments Minimum 16 Mt Per Trip	TRIP	5			
38	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	5			
39	Small Consignments By LCV (Weighing Upto 3 Mt)	TRIP	10			
NOTE: Only Small Consignments Not Forming Full Truck/Trailer Loads Shall Be Taken To Contractor's Godown. All Full Truck/Trailer Loads Shall Be Transported Directly From Port Docks / CFS / Airport To Project Site.						
	From Port Docks/CFS/Air Cargo Complex/Contractor's Godown (Kolkata) to site at Lepetkata, Lakwa, Duliajan.					
40	Truck Consignments Minimum 9 Mt Per Trip	TRIP	30			
41	Truck Consignments Minimum 16 Mt Per Trip	TRIP	20			
42	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	20			
43	Small Consignments By LCV(Weighing Up-to 3 MT)	TRIP	30			
	Small consignment not required to be transported in SOR 40-43 from Kolkata to BCPL-Lepetkata/ Lakwa/ Duliajan					
44	0-50 Kg (Mode of transportation is air)	EA	40			

Sl. No	Description of Activity		Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
45	51-250 kg(Mode of transportation is air)		EA	15			
46	251-500 kg	(Mode of transportation is air/road/rail but consignment should reach at BCPL site on 5 th Day from custom clearance)	EA	10			
47	501-1000 kg		EA	10			
48	Transportation Of loaded 20 Feet GP containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).		TRIP	40			
49	Transportation Of loaded 20 Feet FR/OT Containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement)..		TRIP	10			
50	Transportation Of loaded 40 Feet GP containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).		TRIP	35			
51	Transportation Of loaded 40 Feet FR/OT container to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).		TRIP	5			
52	Transportation of chemical loaded 20' ISOTANK to destination & back Kolkata (point of initial despatch/as per requirement)..		TRIP	3			
53	Transportation of 20 ft loaded REEFR container(any type) to destination & back to Kolkata (point of initial despatch/as per requirement).		TRIP	1			
54	Transportation of 40 ft loaded REEFR container(any type) to destination & back to Kolkata (point of initial despatch/as per requirement).		TRIP	1			
	Outward Export Material to be Transported to CHA go down at Kolkata from BCPL						
55	Truck Consignments Minimum 9 Mt Per Trip		TRIP	5			
56	Truck Consignments Minimum 16 Mt Per Trip		TRIP	5			

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
57	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	5			
58	Small Consignments By LCV(Weighing Upto 3 MT)	TRIP	5			
	From Port Docks/CFS/Air Cargo Complex/Contractor's Godown (Mumbai) To Site At Lepetkata, Lakwa, Duliajan.					
	(Sl. Number 59-68 are pertaining to Mumbai)					
59	Truck Consignments Minimum 9 Mt Per Trip	TRIP	3			
60	Truck Consignments Minimum 16 Mt Per Trip	TRIP	3			
61	Trailer Consignments Minimum 22 Mt Per Trip	TRIP	2			
62	Small Consignments By LCV(Weighing Up-to 3 MT)	TRIP	3			
63	Transportation Of 20 Feet GP Containers.	NOS	3			
64	Transportation Of 20 Feet FR/OT Containers.	NOS	2			
65	Return Of Empty Containers (20 Feet GP/FR/OT)	NOS	3			
66	Transportation Of 40 Feet GP Containers.	NOS	2			
67	Transportation Of 40 Feet FR/OT Containers.	NOS	1			
68	Return Of Empty Containers (40 Feet)	NOS	3			
Group-D	Transportation Charges For Export Material					
	Transportation Of Empty Container From Port/CFS (Kolkata)To BCPL's Location					
69	20 Ft Container	TRIP	5			
70	40 Ft Container	TRIP	5			
	Transportation of Loaded Container from BCPL's Location to Port/ CFS at Kolkata					
71	20 Ft Container	TRIP	20			
72	40 Ft Container	TRIP	20			
Group-E						

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
73	Storage At Contractor's Godown: Storage charges per MT per week or part thereof	MT	200			
Group-F	Container Consignments					
	For de-stuffing cargo from FCL containers inside port area. (All types of containers viz., GP, HC, OT, Flat Rack etc.) (In the event of above activity undertaken by Port Authorities / CFS/ their nominated agency, the charges paid at actual shall be reimbursed, supported by vouchers. However, the overall responsibility of arranging loading/ unloading without any delay / detention, lies with the contractor only)					
74	For 20 Feet containers	NOS	50			
75	For 40 Feet containers	NOS	50			
	For de-stuffing cargo from FCL containers outside port area including handling, transportation and return of empty containers (All types of containers viz., GP, High Cube, OT, Flat Rack etc.)(In the event of above activity undertaken by Port Authorities / CFS/ their nominated agency, the charges paid at actual shall be reimbursed, supported by vouchers. However, the overall responsibility of arranging loading/ unloading without any delay / detention, lies with the contractor only)					
76	For 20 Feet Containers	NOS	50			
77	For 40 Feet Containers	NOS	30			
	For Coordination in de-stuffing cargo from FCL containers inside / outside port area including handling, transportation and return of empty containers (All types of containers viz., GP, High Cube, OT, Flat Rack etc.)					
78	For 20 Feet Containers	NOS	50			
79	For 40 Feet Containers	NOS	40			

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
NOTE: The above rates include charges for any stacking/grounding/shifting/loading/unloading of containers for examination and delivery purpose.						
GROUP-G	AIR CONSIGNMENTS					
80	Agency charges for import air shipments (per Bill of Entry)	Each	150			
	To covers all the activities involved in processing of documents, noting of B/E till passing from customs, attending queries raised by customs etc., all the other documentations / formalities including arranging survey, filing of claims required till the delivery of the shipment					
	Loading or Unloading of Air Consignment at Kolkata& Mumbai Air Cargo Complexes/ Loading or unloading at port docks on or from vehicles including shifting, crantage, labour charges, handling equipments etc. inside air cargo complexes					
81	Package each weighing between 50 kgs to 350 Kgs.	NOS	100			
	(For Shipment weighing upto 50 kg , contractor has to arrange of his own)					
82	Between 351 and 5000 Kgs.	NOS	40			
83	Between 5001 and 10000 Kgs.	NOS	20			
84	Between 10001 and 15000 Kgs.	NO	6			
85	Documentation Services: For follow-up , documentation process vendor has to deploy one representative at BCPL site	Man-Months	24			
Group-H						

Sl. No	Description of Activity	Unit	QTY	Unit Rate (Rs)	Unit Rate (Word)	Total cost (Rs.)
86	Submission of essentiality certificate to Custom Authority at Kolkata and registering at Kolkata customs for orders covered under custom head 98.01(per PO)	EA	5			
87	Reconciliation of projects (per SARL) which are having upto 10 B/Es per SARL	EA	4			
88	Reconciliation of projects (per SARL) which are having more than 10 B/Es and less than 25 BE 's per SARL and as per instructions of EIC]	EA	4			
89	Reconciliation of projects (per SARL) which are having more than 25 BE 's per SARL and as per instructions of EIC]	EA	4			
90	Obtaining Chartered Engineer Certification (per SARL) during project Import Reconciliation	EA	10			
Group I						
91	Obtaining Consultant's Opinion on EXIM, Custom Rules etc	EA	3			
	(each instant)					
92	New Project Registration at Customs, Kolkata	EA	1			
Total Amount						

Above rate is inclusive of all taxes and duties except service tax

SERVICE TAX (EXTRA) = _____ %

*****END*****