



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



# Brahmaputra Cracker and Polymer Limited

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

**TENDER NO:BCPL/C&P/LE17W132MD/90000540**  
**dated 22.11.2017**

## TENDER DOCUMENT FOR

**HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL  
LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL,  
BONGAIGAON TO BCPL, LEPETKATA**

|                               |   |                         |
|-------------------------------|---|-------------------------|
| Tender Submission Date & Time | : | 14.12.2017 at 14:30 Hrs |
| Tender Opening Date & Time    | : | 14.12.2017 at 15:00 Hrs |
| Pre Bid meeting Date & Time   | : | 04.12.2017at 15:00 Hrs  |
| Tender Fee                    | : | Not applicable          |

|            |   |                 |
|------------|---|-----------------|
| EMD Amount | : | Rs. 26,900.00/- |
|------------|---|-----------------|

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR "TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"



## IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



**TENDER NO: BCPL/C&P/LE17W132MD/90000540 FOR “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

## FAQ

### [QUESTIONS AND ANSWERS]

| SN. | QUESTIONS                                                                                                                                                                             | ANSWER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Where the bidder can see the Tender floated by BCPL?                                                                                                                                  | Yes, please visit GAIL's / BCPL's website: <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ; <a href="http://www.bcpltenders.in">http://www.bcpltenders.in</a> and Government portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> for complete details of tender document including qualifying requirements, important dates, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2   | Whether Hard copy of Bids are acceptable?                                                                                                                                             | Yes, Bids shall be submitted <b><u>only through manual mode</u></b> in the manner specified elsewhere in tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3   | In case of Domestic Tender, whether there is sale of Tender Document?                                                                                                                 | Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4   | Whether EMD are prerequisite for qualification of bidder in any tender?                                                                                                               | Yes, as applicable as per tender condition specified in ITB of tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5   | Is there any guideline / instructions how to prepare EMD and Security Deposit?                                                                                                        | Yes, Please refer ITB Section of Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6   | In case of e-Tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in Tender portal by the bidder?                       | Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7   | If in Tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not? | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8   | Is there any exemption in submission of EMD and Security Deposit?                                                                                                                     | (i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of <b>Valid NSIC Certificate/DIC EM PART-II. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp.</b> MSEs those having <b>Udyog Aadhaar Memorandum</b> are also eligible for availing the benefits under the Public Procurement Policy”.<br><br>(ii) <b>There is no exemption in submission of SD (Security Deposit).</b> |



| SN. | QUESTIONS                                                                                                                                                                       | ANSWER                                                                                                                                                                                                                                                                                    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9   | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                                                                     | Yes                                                                                                                                                                                                                                                                                       |
| 10  | Whether Late bid can be considered?                                                                                                                                             | No                                                                                                                                                                                                                                                                                        |
| 11  | Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?                                       | Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.                                              |
| 12  | Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?                              | Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.                                                                                                                                               |
| 13  | In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender? | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                   |
| 14  | Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?                                         | Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement. |
| 15  | Whether BEC can be relaxed for any bidder after opening of Bids?                                                                                                                | No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.                                                                                                                                          |
| 16  | Whether BEC can be modified after opening of Bids?                                                                                                                              | Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.                                                                                                                                                                                                    |
| 17  | In which case mobilization advance is given and incorporated in payment term of tender document?                                                                                | Mobilization advance invariably not allowed in any tender.<br><br>Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.         |



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# SECTION - I

## INVITATION FOR BIDS [IFB]



SECTION - I

INVITATION FOR BID [IFB]

To,

Dt. 22.11.2017

PROSPECTIVE BIDDERS

**SUB: HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

**Dear Sir/Madam,**

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

2.0 The brief details of the tender are as under:

|     |                             |   |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|-----------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I A | PERIOD OF CONTRACT          | : | The contract shall be valid for a period of <b>12 (twelve) months</b> from the date of issue Letter of Intent. However, it will be open to BCPL to extend the contract for a further period of <b>03 (three) months</b> on the same terms and conditions.                                                                                                                                                            |
| I B | DELIVERY SCHEDULE/PERIOD    | : | Transportation of 500 KL of LDO should be done in staggered basis as per the requirement of BCPL.<br><br>Material shall be delivered within <b>7 days</b> from the date of intimation/ dispatch instruction issued by BCPL after placement of LOI. It will be transporter/contractor's responsibility for providing adequate required number of tanker for transportation of required quantity as per BCPL's indent/ |
| II  | TENDER FEE                  | : | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                       |
| III | EARNEST MONEY DEPOSIT (EMD) | : | <b>Rs. 26,900.00</b>                                                                                                                                                                                                                                                                                                                                                                                                 |
| IV  | BID DUE DATE & TIME         | : | <b>14.12.2017 up to 1430 Hrs</b>                                                                                                                                                                                                                                                                                                                                                                                     |
| V   | OPENING OF UNPRICED BID     | : | <b>14.12.2017</b> at 1500 Hrs.                                                                                                                                                                                                                                                                                                                                                                                       |
| VI  | VALIDITY OF OFFER UPTO      | : | <b>14.03.2018 or 90 days from the date of opening whichever is later.</b>                                                                                                                                                                                                                                                                                                                                            |



|      |                                            |   |                                                                                                                                                                                                                                                                                                                                                                                                            |
|------|--------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VII  | VENUE FOR OPENING OF UNPRICED BIDS         | : | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, <b>Administrative Building, PO: Lepatkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.</b>                                                                                                                                                                                              |
| VIII | MODE OF TENDERING                          | : | <b>Limited Domestic Competitive Bidding through Manual Mode</b> (Under Two Bid System Basis) with uploading in:<br><b>GAIL's Website:</b> <a href="https://www.gailtenders.in">https://www.gailtenders.in</a><br><b>BCPL's Website:</b> <a href="https://www.bcpltenders.in">https://www.bcpltenders.in</a><br><b>Govt. Website:</b> <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> |
| IX   | DATE AND TIME OF PRE- BID CONFERENCE VENUE | : | <b>04.12.2017 at 15.00 hrs.</b><br>Brahmaputra Cracker and Polymer Limited, C&P Department, <b>Administrative Building, PO: Lepatkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.</b>                                                                                                                                                                                              |

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

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

A Pre-Bid conference (PBC) is scheduled on **04.12.2017 at 15.00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepatkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Sr. Manager (C&P) / Manager (C&P), Phone No. 0265 2914636; Email ID: [mjduarah@bcplindia.co.in](mailto:mjduarah@bcplindia.co.in)

This is not an Order.

For & on behalf of

Brahmaputra Cracker and Polymer limited

[M J Duarah]

Manager [C&P]

E-mail: [mjduarah@bcplindia.co.in](mailto:mjduarah@bcplindia.co.in)



## SECTION-II

### BID EVALUATION CRITERIA [BEC] AND PRICE BID EVALUATION METHODOLOGY



## SECTION-II

# 1. BID EVALUATION CRITERIA [BEC]

### 1.1 **BEC- Technical: (as a single bidder)**

1.1.1 The Bidder must have successfully executed at least "One (01) single Work Order/Contract" for "Transportation of **minimum 250 KL** Petroleum Products Tank Truck" of any Public-Sector/Government Organization / Public limited company / Private limited company in the previous Seven(07) years from the bid due date.

1.1.2 In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.1 above, the contract **Quantity** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **Quantity** mentioned at sl no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

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

Not Applicable.

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

| Sr. No. | BEC Clause no. | Description                                                                                                                        | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/ attested]                                                                                                                                |
|---------|----------------|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | 1.1            | <b>Technical Experience Criteria – Document</b><br>[All documents to be submitted must be <b>self-attested</b> with legible stamp] |                                                                                                                                                                                                                                                                                 |
| 1.      | 1.1.1          | Experience against execution of order                                                                                              | a) Bidder must submit the Copy of Order/LOA/Contract/ Agreement along with the details of SOR items & scope of work for the similar nature of work as mentioned at BEC sl.no.1.1.1 above in previous seven (07) years to be reckoned from the due date of unpriced bid opening. |



| Sr. No. | BEC Clause no. | Description                                      | <b>Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)</b><br><i>[All documents must be duly authenticated/attested]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------|----------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                |                                                  | b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.                                                                                                                                                                 |
| 2       | 1.1.2          | Experience against execution of running Contract | a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening.<br>b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted clearly mentioning the executed <b>QUANTITY</b> till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at Table-1 of sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed |



| Sr. No. | BEC Clause no. | Description                                                      | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/attested]                                                                                                                    |
|---------|----------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                |                                                                  | information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order Quantity, Total executed Quantity, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant. |
| 2       | 1.2            | <b>Financial Experience Criteria- Document</b><br>NOT APPLICABLE |                                                                                                                                                                                                                                                                    |

Note to above Bidder's Eligibility Criteria (point no. 1.1):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- (iii) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl no.1.1.1, then the quantity of such qualifying work [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- (iv) Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.



#### 1.4 **Methodology for evaluation of Bid:**

*Evaluation of bid would be based on lowest quoted basis excluding GST.*

#### ***CPBG: The following CPBG clause is applicable in this tender:***

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

#### ***PPP Policy 2012:***

*Considering the nature of job, distribution would be done only as deliberated in 2.2 and splitting of quantities will not be possible and hence the clause for award of 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value of that particular distribution subject to matching of L1 price. Details as per ITB of Tender document.*

#### NOTE TO "BID EVALUATION CRITERIA [BEC]"

##### **[FOR STRICT COMPLIANCE]**

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE- MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

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## SECTION-III

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



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**[H] FORMS & FORMATS**



### SECTION-III

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

#### **[A] – GENERAL**

##### **1. SCOPE OF BID**

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

##### **2. ELIGIBLE BIDDERS**

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender.



Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.5. Bidder shall not be affiliated with a firm or entity:

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

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

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

- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**

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

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

4. **ONE BID PER BIDDER**

- 4.1. A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.



4.2. Alternative Bids shall not be considered.

**5. COST OF BIDDING & TENDER FEE**

**5.1. COST OF BIDDING**

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

**5.2. TENDER FEE- Not applicable/-**

5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

**6. SITE VISIT**

6.1. The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2. The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

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



## **[B] – BIDDING DOCUMENTS**

### **7. CONTENTS OF BIDDING DOCUMENTS**

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

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

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

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

### **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1. A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.



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

**9. AMENDMENT OF BIDDING DOCUMENTS**

- 9.1. At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2. Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

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**[C] – PREPARATION OF BIDS**

**10. LANGUAGE OF BID:**

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

**11. DOCUMENTS COMPRISING THE BID**

- 11.1. **Bids are invited** under the Manual Two Bid System, the Bid prepared by the Bidder shall comprise of the following components sealed in 2 different envelopes:

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning **quoted / not quoted** (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'



- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).
- (s) Copy of EMD/Bid Bond \*
- (t) Tender fee (wherever applicable) and
- (u) Copy of Power of Attorney

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

#### 11.1.2. **PART-II: Price Bid**

Part-II of the Bid shall be submitted in Envelope –II and shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.



- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

## 12 **SCHEDULE OF RATES / BID PRICES**

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



Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

### **13.0 GST (CGST & SGST/ UTGST or IGST )**

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

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled.



Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

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

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

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

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

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

- 13.5 Where the BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against



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

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

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

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

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

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

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

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



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

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

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

**13.10 Anti-profiteering clause**

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

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

**14. BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15. BID VALIDITY**

- 15.1. Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.



- 15.2. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

**16. EARNEST MONEY/BID SECURITY: Rs.26,900.00/-**

- 16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

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

- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**



- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
    - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.
- 16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17. PRE-BID MEETING (IF APPLICABLE)**
- 17.1. The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on Tendering.
- 17.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's Tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting



shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

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

**18. FORMAT AND SIGNING OF BID**

- 18.1. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3. In case of Tendering, all documents to be digitally signed and to be uploaded as detailed in addendum to ITB.

**19. ZERO DEVIATION AND REJECTION CRITERIA**

- 19.1. ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2. **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:



- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Delivery Schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## 20. **E-PAYMENT**

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

## **[D] – SUBMISSION OF BIDS**

### 21. **SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1. Bids shall be submitted through Tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2. All the bids shall be addressed to the owner at address specified in IFB.
- 21.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

### 22. **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1. The bids must be submitted through Tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2. BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.



## 23. LATE BIDS

- 23.1. Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2. In case of Tendering, Tendering system of BCPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

Where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the Tendering portal, such bid bond/ physical documents shall be returned immediately.

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

## 24. MODIFICATION AND WITHDRAWAL OF BIDS

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

- 24.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

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

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

- 24.4. In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to rTendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in rTendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.



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

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

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## **[E] – BID OPENING AND EVALUATION**

### **26. BID OPENING**

#### **26.1. *Unpriced Bid Opening:***

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

#### **26.2. *Priced Bid Opening:***

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

26.2.2. The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

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

### **27. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

### **28. CONTACTING THE EMPLOYER**

28.1. From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2. Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the



rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

## **29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

29.1. The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3. A material deviation, reservation or omission is one that,

- (a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4. The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

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



### **30. CORRECTION OF ERRORS**

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

### **31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

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

### **32. EVALUATION AND COMPARISON OF BIDS**

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

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

### **34. PURCHASE PREFERENCE**

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



## **[F] – AWARD OF CONTRACT**

### **35. AWARD**

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

### **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/ LETTER OF INTENT**

- 35.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 35.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

### **36. SIGNING OF AGREEMENT**

- 36.1. BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.
- 36.2. The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

### **37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

- 37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.



- 37.2. **The contract performance security shall be for an amount equal to 7.5% of order value (excluding GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period,.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

- 37.3. 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.
- 37.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 38.1. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 38.2. The Fraud Prevention Policy document is available on GAIL's/BCPL's website ([www.gailonline.com](http://www.gailonline.com) /[www.bcplonline.com](http://www.bcplonline.com))
- 38.3. **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case



Corrupt/Fraudulent/Collusive/Coercive Practices” (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Ltd, such decision of Brahmaputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the ‘Arbitration clause’ in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

### **39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

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

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

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

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

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

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



- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
  - c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 39.3. In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
  - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

- 39.4. If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

#### **40. AHR ITEMS**

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:



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

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

**41. VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith.

**42. INCOME TAX & CORPORATE TAX**

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

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

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

**42.4. MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

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

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

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

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



Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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

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



- 43.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 43.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

#### 44. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code:\_\_\_\_\_

LOA/PO No.: ..... Date .....

Bill/ Invoice No.: ..... Date .....

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

(b) Address:

To,

| In case of LOA/Contract                                                                                                                                                                                                                           | In case of PO                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOD/EIC (Indenting/User Department)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006<br>Phone no. 0373 2914636. | <b>HOD (C&amp;P)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006<br>Phone no. 0373 2914636. |

#### 45. TRANSPARENCY

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



#### **46. SALE OF BID DOCUMENTS**

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

#### **47. SUBLETTING & ASSIGNMENT**

- 47.1. The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC also to be referred.

#### **48. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR**

- 48.1. Normally, the payment is to be made to vendor/contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors/contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

#### **49. CHECK MEASUREMENT**

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

- 49.1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
- a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
  - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.



- c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
- 49.2. Where PMC is EIC (e.g Project Construction):
- a. PMC will check 100% measurements of executed work.
- b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
- c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 49.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- a. Third Party Inspector will check 100% measurements of executed work.
- b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
- c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
- d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
- 49.4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
- 49.5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
- 49.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
50. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the



"SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.

51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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**Annexure-I**

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

**A. Definitions:**

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 ”Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
  - b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the



BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

**B.2 Irregularities noticed after award of contract**

**(i) During execution of contract:**

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

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

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

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

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

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



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

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

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

**B.2.2 Period of Banning**

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

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

**C. Effect of banning on other ongoing contracts/ tenders**

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

**D. Procedure for Suspension of Bidder**

**D.1 Initiation of Suspension**

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



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

## **D.2 Suspension Procedure:**

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

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

The competent authority to approve the suspension will be same as that for according approval for banning.

## **D.3 Effect of Suspension of business:**

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

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

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



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

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

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

**E. Appeal against the Decision of the Competent Authority:**

E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

**F.** Wherever there is contradiction with respect to terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

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## Annexure-II

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

#### **1.0 OBJECTIVE**

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

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

#### **2.0 METHODOLOGY**

##### **i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

##### **ii) Measurement of Performance**

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

##### **iii) Initiation of Measures:**

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

##### **iv) Implementation of Corrective Measures:**

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

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



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

#### 3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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



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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”



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

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

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

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

(B) Where Performance rating is “FAIR”

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

#### 4.0 EXCLUSIONS:

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

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

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



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

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

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

## **6.0 EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

- 6.3. Effect on other ongoing tendering:

- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

- 6.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a



period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

**9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

**10.0 ERRANT BIDDER**

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

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

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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PERFORMANCE RATING DATA SHEET  
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(\*) Allocation of marks should be as per enclosed instructions

(\*\*) Performance rating shall be classified as under:

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

Signature of  
Authorised Signatory:

Name:

Designation:



## Instructions for allocation of marks

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/<br>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     |

### 1.1 QUALITY PERFORMANCE 40 Marks

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

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



### 1.3 RELIABILITY PERFORMANCE

20 Marks

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



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PERFORMANCE RATING DATA SHEET  
(FOR O&M)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(\*) Allocation of marks should be as per enclosed instructions

(\*\*) Performance rating shall be classified as under:

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

Signature of

Authorised Signatory:

Name:

Designation:



## Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/<br>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     |

### 1.1 QUALITY PERFORMANCE 40 Marks

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

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



### 1.3 RELIABILITY PERFORMANCE

20 Marks

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



**ANNEXURE-III**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| A. GENERAL          |                                                                                                                                                                                                                                                                                                                                                                                                                |            |                                 |                |                                  |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|----------------|----------------------------------|
| ITB clause          | Description                                                                                                                                                                                                                                                                                                                                                                                                    |            |                                 |                |                                  |
| 1.2                 | The Invitation for Bids/ Tender no is :<br><br><b>TENDER NO.: BCPL/C&amp;P/LE17W132MD/90000540</b>                                                                                                                                                                                                                                                                                                             |            |                                 |                |                                  |
| 1.1                 | The Employer/Owner is: <b>M/s Brahmaputra Cracker &amp; Polymer Limited</b>                                                                                                                                                                                                                                                                                                                                    |            |                                 |                |                                  |
| 2.1                 | Name of the Contract: <b>HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA</b>                                                                                                                                                                                                                                                      |            |                                 |                |                                  |
| 3                   | BIDS FROM CONSORTIUM/ JOINT VENTURE<br><table border="1"><tr><td>APPLICABLE</td><td><input type="text" value="NO"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="text" value="YES"/></td></tr></table>                                                                                                                                                                                                 | APPLICABLE | <input type="text" value="NO"/> | NOT APPLICABLE | <input type="text" value="YES"/> |
| APPLICABLE          | <input type="text" value="NO"/>                                                                                                                                                                                                                                                                                                                                                                                |            |                                 |                |                                  |
| NOT APPLICABLE      | <input type="text" value="YES"/>                                                                                                                                                                                                                                                                                                                                                                               |            |                                 |                |                                  |
| 5.2.1               | Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> payable at _____                                                                                                                                                                                                                                                          |            |                                 |                |                                  |
| B. BIDDING DOCUMENT |                                                                                                                                                                                                                                                                                                                                                                                                                |            |                                 |                |                                  |
| ITB clause          | Description                                                                                                                                                                                                                                                                                                                                                                                                    |            |                                 |                |                                  |
| 8.1                 | For <b><u>clarification purposes</u></b> only, the communication address is:<br><br>Attention:<br>Sh. M J Duarah, Manager (C&P) /<br><br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: mjduarah@bcplindia.co.in; |            |                                 |                |                                  |



### C. PREPARATION OF BIDS

| ITB clause | Description                                                                                                                                                                                |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.1.1 (u) | The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):<br>NIL<br>_____<br>_____                                                 |
| 12         | Additional Provision for Schedule of Rate/ Bid Price are as under:<br>_____<br>_____                                                                                                       |
| 14         | The currency of the Bid shall be INR                                                                                                                                                       |
| 15         | The bid validity period shall be three months from final 'Bid Due Date'.                                                                                                                   |
| 16         | In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> , payable at _____ |

### D. SUBMISSION AND OPENING OF BIDS

| ITB clause | Description                                                                                                                                                                                                                                                                                                                                                                         |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18         | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of Tendering.                                                                                                                                                                                                                                                                  |
| 22         | The Tender No. of this bidding process is:<br><b>BCPL/C&amp;P/LE17W132MD/90000540</b>                                                                                                                                                                                                                                                                                               |
| 22.3       | For <b>submission of EMD</b> only, the Owner's address is :<br>Attention:<br>Sh. M J Duarah, Manager (C&P) /<br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mjduarah@bcplindia.co.in; |
| 26         | <b>The bid opening shall take place at:</b><br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373                                                                                                               |



|                                              |                                                                                                                                                                                                                                                                                                                                              |            |            |                |            |     |            |    |           |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------------|------------|-----|------------|----|-----------|
|                                              | 2914636.Email id: mjduarah@bcplindia.co.in;<br><b>Date: 14.12.2017</b><br><b>Time: 15:00 Hrs.</b>                                                                                                                                                                                                                                            |            |            |                |            |     |            |    |           |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                              |            |            |                |            |     |            |    |           |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                           |            |            |                |            |     |            |    |           |
| 32                                           | Evaluation Methodology is mentioned in Annexure-II.                                                                                                                                                                                                                                                                                          |            |            |                |            |     |            |    |           |
| 33                                           | Compensation for Extended Stay:<br><table border="1"><tr><td>APPLICABLE</td><td><b>NO</b></td></tr><tr><td>NOT APPLICABLE</td><td><b>YES</b></td></tr></table>                                                                                                                                                                               | APPLICABLE | <b>NO</b>  | NOT APPLICABLE | <b>YES</b> |     |            |    |           |
| APPLICABLE                                   | <b>NO</b>                                                                                                                                                                                                                                                                                                                                    |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                               | <b>YES</b>                                                                                                                                                                                                                                                                                                                                   |            |            |                |            |     |            |    |           |
| <b>F. AWARD OF CONTRACT</b>                  |                                                                                                                                                                                                                                                                                                                                              |            |            |                |            |     |            |    |           |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                           |            |            |                |            |     |            |    |           |
| 37                                           | State of which stamp paper is required for Contract Agreement:<br><b>State: Assam</b>                                                                                                                                                                                                                                                        |            |            |                |            |     |            |    |           |
| 38                                           | Contract Performance Security/ Security Deposit<br><table border="1"><tr><td>APPLICABLE</td><td><b>YES</b></td></tr><tr><td>NOT APPLICABLE</td><td><b>NO</b></td></tr></table><br><b>Applicable: As specified in Section –II (ITB) of tender document.</b>                                                                                   | APPLICABLE | <b>YES</b> | NOT APPLICABLE | <b>NO</b>  |     |            |    |           |
| APPLICABLE                                   | <b>YES</b>                                                                                                                                                                                                                                                                                                                                   |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                               | <b>NO</b>                                                                                                                                                                                                                                                                                                                                    |            |            |                |            |     |            |    |           |
| 40                                           | Public Procurement Policy for MSEs :<br><table border="1"><tr><td>APPLICABLE</td><td><b>YES</b></td></tr><tr><td>NOT APPLICABLE</td><td><b>NO</b></td></tr></table><br>Whether tendered item is non-split able or not-divisible:<br><table border="1"><tr><td>YES</td><td><b>YES</b></td></tr><tr><td>NO</td><td><b>NO</b></td></tr></table> | APPLICABLE | <b>YES</b> | NOT APPLICABLE | <b>NO</b>  | YES | <b>YES</b> | NO | <b>NO</b> |
| APPLICABLE                                   | <b>YES</b>                                                                                                                                                                                                                                                                                                                                   |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                               | <b>NO</b>                                                                                                                                                                                                                                                                                                                                    |            |            |                |            |     |            |    |           |
| YES                                          | <b>YES</b>                                                                                                                                                                                                                                                                                                                                   |            |            |                |            |     |            |    |           |
| NO                                           | <b>NO</b>                                                                                                                                                                                                                                                                                                                                    |            |            |                |            |     |            |    |           |
| 41                                           | Provision of AHR Item :                                                                                                                                                                                                                                                                                                                      |            |            |                |            |     |            |    |           |



|                           |                             |     |
|---------------------------|-----------------------------|-----|
|                           | APPLICABLE                  | YES |
|                           | NOT APPLICABLE              | NO  |
| Clause no.<br>27.3 of GCC | Bonus for Early Completion: |     |
|                           | APPLICABLE                  | NO  |
|                           | NOT APPLICABLE              | YES |

=====



# **FORMS & FORMAT**



## **LIST OF FORMS & FORMAT**

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



**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA**

**Tender No.: BCPL/C&P/LE17W132MD/90000540**

|    |                                                                                                                                                                                                            |                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name<br>(With Contact Person Name & Details)                                                                                                                                                        |                                                                                                                              |
| 2  | Status of Firm                                                                                                                                                                                             | Proprietorship Firm/Partnership firm/<br>Limited/Others<br>If Others Specify: _____<br>[Enclose certificate of Registration] |
| 3  | Name of Proprietor/Partners/Directors<br>of the firm/company                                                                                                                                               |                                                                                                                              |
| 4  | Number of Years in Operation                                                                                                                                                                               |                                                                                                                              |
| 5  | Address of Registered Office:<br>*In case of Partnership firm, enclose<br>letter mentioning current address of<br>the firm and the full names and current<br>addresses of all the partners of the<br>firm. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                     |
| 6  | Operation Address<br>(if different from above)                                                                                                                                                             | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                     |
| 8  | Telephone Number<br>[Mobile & Landline]                                                                                                                                                                    | _____<br>(Country Code) (Area Code) (Telephone<br>No.)                                                                       |
| 9  | E-mail address                                                                                                                                                                                             |                                                                                                                              |
| 10 | Website                                                                                                                                                                                                    |                                                                                                                              |



|     |                                                                              |                                                                                                                                                                                                      |
|-----|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11  | Fax Number:                                                                  | (Country Code) (Area Code) (Telephone No.)                                                                                                                                                           |
| 12  | ISO Certification, if any                                                    | {If yes, please furnish details}                                                                                                                                                                     |
| 13  | Bid Currency                                                                 |                                                                                                                                                                                                      |
| 14  | Banker's Name                                                                |                                                                                                                                                                                                      |
| 15  | Branch                                                                       |                                                                                                                                                                                                      |
| 17  | Bank account number                                                          |                                                                                                                                                                                                      |
| 18  | PAN No.                                                                      | [Enclose copy of PAN Card]                                                                                                                                                                           |
| 19. | <b>GST No.</b>                                                               | [Enclose copy of GST Certificate]                                                                                                                                                                    |
| 20  | EPF Registration No.                                                         | [Enclose copy of EPF Registration Certificate]                                                                                                                                                       |
| 21  | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No<br>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.) |
| 22  | Whether <b>Micro/Small Enterprise</b>                                        | (Bidder to submit documents as specified it ITB)                                                                                                                                                     |
| 23  | Type of Entity                                                               | Corporate/ Non-Corporate (As per GST Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                                   |

Place:  
Bidder]  
Date:

[Signature of Authorized Signatory of  
Name:  
Designation:  
Seal:



**BID FORM**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:



**LIST OF ENCLOSURES**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

**Dear Sir,**

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

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

Note:

\* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date.

However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

**To**

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

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO)  
FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

Dear Sir (s),

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

M/s-----having their Registered/Head  
Office at----- (hereinafter called the Tenderer) 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 Tenderer as a condition precedent for participation in the said Tender which amount in  
liable to be for forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----having our Head Office -  
------(Local Address) guarantee and undertake  
to pay immediately on demand without any recourse to the tenderers by 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 Tenderer.

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

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

WITNESS:

(SIGNATURE)  
(NAME):

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS):

Attorney as per  
Power of Attorney No.\_\_\_\_\_  
Date: \_\_\_\_\_

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR “TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM  
IOCL, BONGAIGAON TO BCPL, LEPETKATA”



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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs.1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

.....



**F-5**

**LETTER OF AUTHORITY**

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

**Dear Sir,**

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

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR “TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”



**F-6**

**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

**Dear Sir,**

We hereby confirm that we are not on ‘Holiday’ by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.

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

In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by us.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

**Dear Sir,**

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

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**Dear Sir(s),**

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

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify M/s Brahma Putra Cracker and Polymer Limited, in case of default.

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable



- to M/s Brahma Putra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_



of the Bank (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier / contractor and not withstanding any security or other guarantee that BCPL may have in relation to the supplier's / contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

Signature of a person duly  
Authorized to sign on behalf

#### INSTRUCTIONS FOR FURNISHING

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

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



3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....



**AGREED TERMS & CONDITIONS**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

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

| Sl. | DESCRIPTION                                                                                                                   | BIDDER'S CONFIRMATION                                                                                                                |
|-----|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Bidder's name and address                                                                                                     |                                                                                                                                      |
| 2.  | Please confirm the currency of quoted prices is in Indian Rupees.                                                             |                                                                                                                                      |
| 3.  | Confirm quoted prices will remain <b>firm and fixed till</b> complete execution of the order.                                 |                                                                                                                                      |
| 4   | Rate of applicable <b>GST (CGST &amp; SGST/ UTGST or IGST )</b>                                                               | CGST: ..... %<br>Plus<br>SGST/UTGST..... %<br>Total: .....%<br>Or<br>IGST:..... %                                                    |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b> | Yes/ No<br><br>In case of Yes, please specify <b>GST (CGST &amp; SGST/UTGST or IGST)</b> payable by:<br>GAIL:.....%<br>Bidder:.....% |
| 4.2 | <b>Service Accounting Codes (SAC)/</b> Harmonized System of Nomenclature (HSN)                                                |                                                                                                                                      |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4.3 | We hereby confirm that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 5.  | i) Confirm acceptance of relevant <b>Terms of Payment</b> specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the <b>price reduction</b> due to delay.                                                                                                                                                                                                                                                                                                                            |  |
| 6.  | Confirm that <b>Contract Performance Security</b> will be furnished as per Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 7.  | Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |  |
| 8.  | Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.                                                                                                                                                                                                                                                                                                                                                                              |  |
| 9.  | Confirm acceptance of <b>Price Reduction Schedule</b> for delay in completion schedule specified in Bid document.                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 10. | a) Confirm acceptance of <b>all terms and conditions</b> of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                                                                                                                                                                                                                                                                                                                                             |  |
| 11. | Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 12. | Please furnish EMD/Bid Security details :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 13. | Confirm acceptance to <b>all provisions of ITB</b> read in conjunction with Bid Data Sheet (BDS).                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |



|     |                                                                                                                                                                                                         |                              |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 14. | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.                                                                                               | Not allocable in this tender |
| 15. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                              |
| 16. | Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GAIL or his relative is a partner.                               |                              |
| 17. | All correspondence must be in ENGLISH language only.                                                                                                                                                    |                              |
| 18. | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     |                              |
| 19. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                              |
| 20. | Whether bidder <b>falls under MSE Act.</b>                                                                                                                                                              |                              |
| 21. | If yes, Whether bidder is a <b>MSE belonging to SC/ST category.</b>                                                                                                                                     |                              |

Place:  
Date:

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



**F-11**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

Dear Sir,

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

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

Postal Address with Pin Code: .....  
Telephone Number : .....  
Fax Number : .....  
Contact Person : .....  
E-mail Address : .....  
Mobile No. : .....  
Date : .....  
Seal/Stamp : .....

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

Agency's Name : .....

Signature : .....  
Name : .....  
Designation : .....  
Date : .....  
Seal/Stamp : .....

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR “TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”



**UNDERTAKING ON LETTERHEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA”**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**BIDDER'S EXPERIENCE**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"**

**Tender NO.: BCPL/C&P/LE17W132MD/90000540**

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

Place:  
Date:

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



**CHECK LIST**

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

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

| S. No. | DESCRIPTION                                                                                                                                                                                           | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any) |           |                                         |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                                                               |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                                                 |           |                                         |
| ii     | Bid Security                                                                                                                                                                                          |           |                                         |
| iii    | Signed and stamped original copy of bidding document along with drawings and addendum (if any)                                                                                                        |           |                                         |
| iv     | Power of Attorney in the name of person signing the bid.                                                                                                                                              |           |                                         |
| v      | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company                                                                       |           |                                         |



|      |                                                                                                                                                                                         |  |  |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| vi   | Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings                                                                             |  |  |
| vii  | Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed                         |  |  |
| viii | Confirm submission of document along with unpriced bid as per bid requirement.                                                                                                          |  |  |
| 3.0  | Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)                                                                                     |  |  |
| 4.0  | Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.                                                                    |  |  |
| 5.0  | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). |  |  |

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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



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

**[PLEASE READ, SECTION –II OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]**

**NB:**

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

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



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

| B  | 2 <sup>nd</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                  | Details [to be mentioned by the bidder] |
|----|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| B1 |                                        | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                            |                                         |
| B2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                             |                                         |
| B3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                        |                                         |
| B4 |                                        | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                                                |                                         |
| B5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                    |                                         |
| B6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value (in Rs.) | <br><br><br><br><br><br>                |
| C  | 3 <sup>RD</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                  | Details [to be mentioned by the bidder] |
| C1 |                                        | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                            |                                         |
| C2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                             |                                         |
| C3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                        |                                         |
| C4 |                                        | Contract/Order Value(in Rs.)                                                                                                                                                                                                                                                                 |                                         |
| C5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                    |                                         |
| C6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value(in Rs.)  | <br><br><br><br><br><br>                |

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR "TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"



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

| D  | 4 <sup>th</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                  | Details [to be mentioned by the bidder] |
|----|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| D1 |                                        | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                            |                                         |
| D2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                             |                                         |
| D3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                        |                                         |
| D4 |                                        | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                                                |                                         |
| D5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                    |                                         |
| D6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value (in Rs.) | <br><br><br><br><br><br>                |

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR "TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"



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

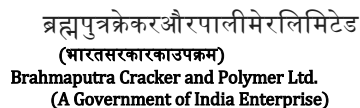
***(Not applicable in this tender)***

**[PLEASE READ SECTION-II OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]**

**NB:**

- Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2016-2017, 2015-2016 & 2014-2015 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

| 1.2   | FINANCIAL CRITERIA                                                             |   | Document Details submitted for the below Financial Year:                                                                                                                                                                                                                                                                                                             | DOCUMENT WHETHER SUBMITTED/UPLOADED      |           |
|-------|--------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------|
|       |                                                                                |   |                                                                                                                                                                                                                                                                                                                                                                      | Option                                   | Tick Mark |
| 1.2.1 | Financial Documents – Turn Over as per applicability of relevant clause of BEC | : | Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: <b>2016-2017, 2015-2016 &amp; 2014-2015</b> [to be reckoned from bid due date] along with un-price bid <b>uploaded /submitted</b> .<br><br>FY: 2016-2017<br><br>FY: 2015-2016<br><br>FY: 2014-2015 | Yes / No<br><br>Yes / No<br><br>Yes / No |           |



\_\_\_\_\_



F-15

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

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

-----

-----

-----

Dear Sir,

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

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

Accordingly M/s ..... (name of the Bank with address) confirms  
availability of line of credit to M/s ..... (name of the bidder) for at least an  
amount of Rs. \_\_\_\_\_ (Total Working Capital Amount) to meet the inadequacy in  
Working Capital.

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

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Stamp



F-16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR  
FINANCIAL CAPABILITY OF THE BIDDER**

***(Not applicable in this tender)***

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

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

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

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

| Description  | Year ____         |
|--------------|-------------------|
|              | Amount (Currency) |
| 1. Net Worth |                   |

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

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

***\*Refer Instructions***

**Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

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



**Instructions:**

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
  - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
  - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant.



**F-17**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"

Tender NO.: BCPL/C&P/LE17W132MD/90000540

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

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

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_



**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)



## **F-19**

Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers)

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 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 applicable:

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 up to 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.

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

v) In case of 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.

vi) In case bidder is a Micro or Small Enterprise under 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.

vii) 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.

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..

### **CA CERTIFICATE FORMAT FOR MSE**

#### **TO WHOMSOEVER IT MAY CONCERN**

This is to Certify that M/s. \_\_\_\_\_ (Company Name) having its registered office at \_\_\_\_\_ (Address) is registered under MSMED Act 2006,. Entrepreneur Memorandum No. (Part-II) \_\_\_\_\_ dated \_\_\_\_\_, Category: \_\_\_\_\_(whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. \_\_\_\_\_ (Lakhs) .

The above Investment of Rs. \_\_\_\_\_ Lacs is within permissible limit of Rs. \_\_\_\_\_ Lacs for \_\_\_\_\_ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. \_\_\_\_\_ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

*The above format shall be printed on Statutory Auditors / CA's letter head, filled, signed and stamped 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.*



# SECTION-IV

## GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER: BCPL/C&P/LE17W132MD/90000540

Dated:

Dear Sir,

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

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

**1. General Conditions of Contract.**

**([http://www.bcplonline.co.in/content/tender/GCC\\_CONTRACTS.pdf](http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf))**

Thanking you,

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

Name:

Designation:

Company Seal:



**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT**  
**[SCC]**

**&**

**SECTION-VI**

**SCOPE OF WORK**



## SECTION – V & SECTION – VI

### SPECIAL CONDITIONS OF THE CONTRACT

#### PART-A

NAME OF WORK: **SERVICE CONTRACT FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA.**

**TENDER NO: BCPL/C&P/LE17W132MD/90000540**

#### **1.0 GENERAL:**

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 **The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.**

#### **2.0 LOCATION:**

BCPL, LEPETKATA, Dibrugarh, Assam.



### 3.0 **SCOPE OF WORK:**

The Scope of work shall be as per Special Conditions of Contract Part-B.

### 4.0 **TIME OF COMPLETION/PERIOD OF CONTRACT:**

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract Part-B.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, rTesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

### 5.0 **TERMS OF PAYMENT:**

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties. Payment will be made at BCPL-Lepetkata within 15 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by Engineer-In-Charge. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment. Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].

### 6.0 **EARNEST MONEY:**

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of M/s.

**Brahmaputra Cracker & Polymer Limited, payable at DIBRUGARH, ASSAM.**

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX MONTHS** from the date of opening of tender.

BCPL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to BCPL directly by the BIDDERS.



## 7.0 **INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:**

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W.C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

## 8.0 **SECURITY DEPOSIT:**

8.1 Security deposit @ 7.5% of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

8.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

8.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

8.4 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

## 10.0 **TECHNICAL SPECIFICATION:**

As enumerated in Special Conditions of Contract/Scope of Work/attached Drawing/Details/Schedule of Rates.

## 11.0 **TESTS AND INSPECTION:**



- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

## **12.0 MEASUREMENT OF WORK:**

- 12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

## **13.0 DEFECT LIABILITY PERIOD:**

The defect liability period (if any) shall be as per Special Conditions of Contract of Part-B.

## **14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:**



- 14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and

Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

**15.0 MOBILIZATION ADVANCE (M.A.):**

No mobilization advance is payable for this work.

**16.0 COMPENSATION FOR EXTENDED STAY:**

No compensation for extended stay is payable to contractor.

**17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):**

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated 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:
  - A) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
  - B) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

**18.0 MISCELLANEOUS:**

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

**19.0 SUBMISSION OF TENDER DOCUMENTS:**



Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

**20.00 SCHEDULE OF RATES:**

- 20.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding GST & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

**21.00 COMPENSATION FOR DELAY:**

No compensation for extended stay is payable to contractor.

**22.00 TERMINATION OF CONTRACT:**

As per GCC Clause no. 29.

**23.00 CONTRACT AGREEMENT:**

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of Rs. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

**24.00 SUPERVISION OF WORK:**

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

**25.00 CLEARANCE OF SITE:**

- 25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.



25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**26.0 ADHERENCE TO SAFETY REGULATIONS:**

Contractor shall ensure that all safety precautions required one observed at all times during the execution of the job.

**27.00 NUISANCE:**

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

**28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:**

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

**29.0 CARE OF WORKS:**

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

**30.0 DEFENCE OF SUITS:**

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

**31.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**



- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.



- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.



- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- 32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :**  
The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.
- 33.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:**
- 36.1 Bidders are 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 the Bids and forfeiture of Earnest Money Deposit.
- 36.2 In case, the information/document furnished by the 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 contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- 36.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- 36.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.



#### **34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:**

- 37.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- 37.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

#### **38.1 SUB LETTING OF WORK:**

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

#### **38.2 AFFIDAVIT:**

**The bidder shall submit an affidavit duly notarized to the effect "that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws".**

#### **39 PF REGISTRATION:**

Bidder should have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the



technical bid or Confirmed That Pf Registration Certificate Shall Be Provided Before Commencement Of Work (If Awarded).

The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

**40.0 PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:**

- 40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of ` 5,000.00 per occasion.
- 40.2 Violation as above resulting in:
- 40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of ` 2, 00,000.00) per injury in addition to ` 5,000.00 as in para 40.1.
- 40.4 Fatal accident, a penalty of 1% of the contract value (maximum of ` 10, 00,000.00) per fatality is addition to ` 5,000.00 as in para 40.1.

**41.0 PRICE REDUCTION SCHEDULE:**

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

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## **SPECIAL CONDITIONS OF THE CONTRACT**

### **PART-B**

#### **GENERAL**

The special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires. Where any clause, sub-clause, etc. of the General Condition of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail. Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned. The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

**NAME OF THE JOB: CONTRACT FOR TRANSPORTATION OF 500 KL LDO FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA SITE.**

#### **INTRODUCTION:**

For **TRANSPORTATION OF 500 KL OF LDO FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA SITE** enter into a contract with reputed transporters to ensure safe & timely completion of end connectivity jobs.

Transportation of 500 KL of LDO should be done in **staggered basis as per the requirement** of BCPL.

The detailed terms & conditions including scope of work for the above mentioned job are as under:

#### **1.0 QUANTUM OF WORK**

BCPL does not commit itself to any particular quantum of work allotted to the transporter and the same is likely to vary from time to time. The quantities mentioned in Schedule of Rate (SOR) are based on approximation and are subject to change depending upon requirement. BCPL will not be responsible for any variations in the actual quantities transported during the



period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporter/contractors.

## 2.0 CONTRACT PERIOD

The contract shall be valid for a period of **12 (twelve)** months from the date of issue Letter of Intent. However, it will be open to BCPL to extend the contract for a **further period of 03 (three) months** on the same terms and conditions.

## 3.0 SITE-INFORMATION / SITE-VISIT

3.1 As the loading/unloading job has to be done within 'Plant area at IOCL Bongaigaon and BCPL, Lepetkata. All necessary 'security measures / safety permit(s) etc will have to be invariably obtained by the Contractor for working in the premises of Plant area'.

3.2 It is understood that before quoting the 'rates / prices', the Bidder has visited the work-sites and has acquainted himself fully with the nature and quantum of job / work to be carried out by him in case of award of Contract – Ignorance of this will not be considered after the award of Contract. The Contractor will be responsible to complete the entire job / work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered in "Scope of Work & Technical Specifications".

## 4.0 DELIVERY PERIOD

Material shall be delivered **within 07 days from the date of intimation/ dispatch instruction** issued by BCPL after placement of LOI. It will be transporter/contractor's responsibility for providing adequate required number of tankers for transportation of required quantity as per BCPL's indent.

## 5.0 THE CONTRACT RATES

The rates **per KL** must be quoted. However, the pay load shall be restricted to permissible limits as governed by RTO rules and regulations from time to time. It is the sole responsibility of the transporter to ensure that the Tankers should carry material within permissible limits as governed by RTO registration / RC books / RLW provisions of Motor Vehicle Act. The tenderer is required to submit his most competitive rates as listed in schedule of rates (SOR) and should be on **F.O.R destination basis**.

## 6.0 QUANTITY OF LDO

Estimated quantity of light diesel oil to be transported is **500 KL**.

## 7.0 LOADING/UNLOADING



**7.1 Loading of LDO at BRPL, Bongaigaon into tanker:** LDO product shall be received by the transport contractor in his dedicated tanker (tanker which are either used earlier for LDO service or similar service after proper cleaning / purging so as to maintain the stringent specification of LDO). These filled tanker shall then be transported to BCPL, Lepetkata by the transporter.

**7.2** Tank trucks are to be weighed before and after each filling.

**7.3.** Arriving of filled Tank trucks at BCPL, Lepetkata with intact seals is to be ensured by the transporter. The trucks are to be weighed before and after unloading operation and quantity to be accounted for each truck. The transporter has to provide assistance during the entire unloading operation.

**7.4** Each road tanker should carry a copy of material safety data sheet (MSDS) of LDO. The empty trucks after unloading LDO are to be properly sealed so as to avoid use of these trucks for any other products. All tank trucks (filled & empty) including the tank trucks in transit should be monitored and daily report to be submitted.

**7.5 Quality Control:** In view of stringent quality specification of LDO, random samples shall be collected from the tank trucks while being filled at Bongaigaon and also while unloading at Lepetkata and from the receiving vessel at Lepetkata and checked for quality by BCPL. Specification to be as per the following:

| Parameter                         | Specification  | Unit           |
|-----------------------------------|----------------|----------------|
| Acidity inorganic                 | Nil            |                |
| Ash content                       | ≤ 0.02         | Wt %           |
| Cu corrosion (3 hrs @ 100 DegC )  | ≤ 2            |                |
| Density at 15 Deg C               | To be reported | Kg/Cubic Meter |
| Flash Point ( PMCC)               | ≥ 66           | Deg C          |
| Viscosity ( kinematic @ 40 Deg C) | 2.5 to 15      | cSt            |
| Pour Point                        | ≤ 12           | Deg C          |
| Rams Bottom carbon residue        | ≤ 1.5          | Wt %           |
| Sediment by extraction            | ≤ 0.1          | Wt%            |
| Total Sulphur                     | ≤ 1.5          | Wt %           |
| Water Content                     | ≤ 0.25         | Vol %          |

## 8.0 PAYMENT TERMS

Payment of transportation bills will be made from BCPL- Dibrugarh within 15 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by Engineer-In-Charge.



## 9.0 CAPACITY AND SUITABILITY OF TANKER

In order to prevent delay due to impounding / delay in unloading / damage or other adverse effect with reference to consignment of **500 KL LDO** to be transported by this tender, the transporter must always ensure that the Tanker provided are:

- i) In perfect roadworthy condition & maintain all features necessary for smooth & safe transportation of material over long distances. The Transporter should ensure that loading of Tanker is undertaken as per RTO registration book.
- ii) It will be the responsibility of the transporter to ensure that the Tanker is equipped with all the permits & licenses (e.g. interstate road permit, Challans, Excise documents, Declaration forms under Sales Tax law, Road Tax and all other Tax certificates) required for authorized road movement before dispatch from BCPL premises. The Transporter should also ensure that the Driving License of the driver is valid during the period of transportation. Any losses / consequences arising due to non-compliance of the above shall be borne by the Transporter.
- iii) Tanker provided should be fit to carry the product over long distance(s) and deliver the consignment in good condition without Trans-shipment and damaging the consignment. BCPL will have full power to refuse to put such Tanker to use which they deem unfit for road and shall not make payments for detention / hire charges for such Tanker.
- iv) Transporter will be responsible for the act / omission / misconduct and attempts to pilfer Products by the Tanker. Any action Taken by BCPL against such errant Tanker operators / crew shall not be challenged.
- v) To safeguard the quality of material while loading and en-route transportation up to final destination and unloading, transporters must ensure the following: Tanker should be provided with adequate arrangement for loading & unloading of Light Diesel Oil (LDO).

## 10.0 PLACEMENT OF TANKER AND PROFORMANCE OF CONTRACT

- i) It will be transporter/contractor's responsibility for providing required number of Tanker for transportation of required quantity as per BCPL's indent.
- ii) **INDENT & PLACEMENT**
  - a) Reporting time of Tanker: **8 A.M. to 4 P.M.** at entry gate.
  - b) Any truck reporting **after 4 p.m.** at the entry-gate will be at the sole discretion of the company (BCPL) from time to time and will be binding on the contractor / Transporter.



## 11.0 NON PERFORMANCE PENALTY

The Transporter is supposed to place the tanker as per requirement given by BCPL and deliver the quantity within 07 days from the date of intimation by BCPL.

In case the Transporter fails to provide, the following shall apply:

The Officer-In-Charge shall at his sole discretion may get the work done at the risk and cost of the contractor to whom the job had been awarded. The actual cost incurred plus 15% supervision charges shall be deducted from the contractor's pending bill.

## 12.0 LOADING / UNLOADING /TRANSSHIPMENT :

- i) Trans-shipment of consignment during transit is strictly prohibited (except for the consignments ) In case of any violation of this, BCPL shall impose a lump sum penalty of Rs 1,500/- per consignment, over and above recovery of the value of the losses/ damages to the entrusted products in whatsoever manner due to breach of these conditions. Trans-shipment penalty shall not be applicable for consignments which meet with an accident , however, same shall be supported with a copy of F.I.R and photograph of the accident clearly indicating the accidental Tanker Number. The LD charges for such cases shall be applicable after expiry of Transit time Plus 48 Hours (grace period for completing statutory formalities). Any financial loss arising during transit due to loading/ unloading/ stacking etc or any other reasons other than the natural calamities such as earthquake, cyclone, floods and lightning, civil commotion or riots, shall be recovered from the transporter.
- ii) It shall be the responsibility of the transporter under such circumstances to ensure safe & timely delivery of material.
- iii) BCPL would carry random checks of the quantity loaded in the Tanker within the complex prior to exit of the Tanker.
- iv) It will be essential that the transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with BCPL and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the Light Diesel Oil (LDO) at BCPL premises. Any loss of Light Diesel Oil (LDO) issued on the basis of GR / LR signed by the authorized representative of the transporter will be at the risk & cost of the transporter only subject to Clause 10(v).
- v) To accommodate weigh bridge variations, a tolerance of 0.5% would be permissible per tanker, if the same is above this limit, BCPL will recover the amount (amount incurred in procurement of the material) from transporter bill.



- vi) The transporter and its Labour contractor shall comply with all the statutory requirements as stipulated in various activities connected with the hiring of services of the contract Labour deployed by him for loading / unloading. The transporter shall be solely responsible for non-compliance with any such statutory requirements. BCPL shall not have any liability on account of Labour deployed by the transporter/ contractor. Transporter will be responsible for providing adequate number of labourers at each warehouse/ location for loading/ unloading/ stacking. Any losses or damages caused by transporter/contractor's labourers shall be recovered from transporter's bills subject to Cpause no 10(v).

### 13.0 TRANSIT TIME & DELIVERY.

- i) **Transit Time:** The maximum acceptable delivery period (Transit Time) is 10 days. The consignment entrusted to the transporter must be delivered & stacked at destination warehouse/ installations assigned as per GR / LR Note, within the maximum permissible transit period (excluding holidays, if they fall at the due delivery date). The delivery period (Transit Time) will be calculated from the next date of invoice to date of delivery. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ Rs 2000 Per Day. If the date of receipt falls on Sunday / closed holidays / local holiday (as per the declaration submitted by the respective Branch / Zonal office) the next day will be treated as reporting day and no delay penalty/ detention will be applicable for that day.
- ii) **Endorsement:** At the destination, the concerned representative of the Company/ Customer must be contacted and endorsement on Driver's Copy of GR / LR should be obtained from the concerned warehouse in-charge soon after unloading/ stacking of the consignment.
- iii) **Documentation:** Total quantity as mentioned in documents must be delivered at one time and not in installments. In case of shortage/ damage noticed at the time of unloading, the same has to be clearly mentioned and signed by the receiving person i.e site representative and the document to be submitted along-with the freight bills.
- iv) **Safety:** The transporter shall be solely responsible for the conduct and any act of negligence by him or his crew (Driver/ Cleaner etc). Any consequences arising out of negligence, including loss/ damage to the consignment property of BCPL arising out of such negligence, shall be borne by the transporter.

### 14.0 TRANSIT INSURANCE/ INSURANCE OF VEHICLE AND CARGO FOR DISPATCH



- i) BCPL will arrange for an appropriate transit insurance policy. Necessary information shall be timely provided to the underwriter prior to commencement of each trip.
- ii) **LOSS OF MATERIAL IN TRANSIT/ PART DUE TO AN ACCIDENT/ THEFT/ ETC. IN TRANSIT:** In case of Accident/ Theft etc.. Loss of material in transit the transporter will initiate necessary action and it is in the interest of the transporter to familiarize himself with the all procedures etc of Insurance company & BCPL prior to the commencement of this agreement. Transporter will be responsible for providing fit Tanker to salvage the product from the accidental Tanker/ site at it's own cost. It will be the responsibility of the transporter to prove that the loss is due to an accident/ theft, duly supported by Police FIR/ POLICE PANCHNAMA, (in original) & the final investigation report, photo graph of the incident and spot survey by the authorized surveyor of nominated insurance company.
- iii) The transporter shall send the intimation of the accident and loss in transit by telegram/ fax/ e-mail to the Engineer-In-charge at BCPL's Project Group and a copy to the destination office. This should be intimated immediately but not later than two days from the date of accident. If such intimation is not received within above period, or within 2 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of appropriate value of the losses as mentioned above. However, the transporter shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim. Final decision on this issue including termination of the contract shall be taken by the company, which shall be binding, on the contractor/Transporter.
- iv) BCPL will also be entitled to compute the amount of loss suffered by BCPL /Customer / Consignment Stockiest and entitled to be reimbursed from the transporter and decision & determination by BCPL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the transporter and shall not be questioned in any court of Law or arbitration or otherwise and the transporter do hereby irrevocably authorize BCPL to set off and adjust such loss or damage against the pending payments / Security Deposit / Bank Guarantee to the transporter and in the event of shortfall therein, the transporter shall immediately upon a demand raised by BCPL, pay the same to BCPL without demur or objection.
- v) **DAMAGES** Losses on account of damage/ pilferage/ tampering of the material and shortage in material due to above reasons shall be recovered from the transporter's bills.

## 15.0 LOSS OF ORIGINAL DOCUMENTS



- i) **LOSS OF ANY OTHER STATUTORY DOCUMENTS :** Any financial loss resulting out of loss of statutory documents by the Transporter in transit or otherwise would be recovered from the Transporter.
- ii) **ROAD PERMIT & OTHER STATUTORY DOCUMENTS :** The Transporter will ensure that before the truck exits from BCPL premises, all the documents like invoice, Challans, Road Permits, Way Bills, Excise Documents, declaration forms under Sales Tax Law and / or any other documents as per prevailing rule have been given to the driver, who should ensure the safe delivery of the same to the consignee and any fine/ penalty arising due to loss/ non-issue of such documents will be borne by the Transporter.

#### 16.0 SUBMISSION OF BILLS & PAYMENT :

- i) The transporter will arrange to bring into use GR / LR which are exclusively for BCPL consignment only and with pre-printed running serial number. The reverse of the GR / LR shall be provided with the format for acknowledgement for confirmation of receipt of the consignment by consignee i.e. Customer/ CS/ BCPL warehouse in-charge.
- ii) The transporter should obtain the “Receipt Details” from the CS/ Customer/ Warehouse In-charge only on the “**Driver Copy**” of the GR / LR.
- iii) A photocopy of the “Receipts Details” from the CS / Customer shall be submitted to the concerned Branch / Zonal office.
- iv) The transporter must submit the bills within 30 days after the delivery of the material, with endorsed GR / LR duly acknowledged by the receiving warehouse/ customer confirming the receipt of goods in the format given.
- v) In case of any manipulation/ tampering of the documents like – cutting, deliberate change in the Tanker no., receiving date or any other remarks is detected in the “Receipt Details” of the GR / LR copy, it will attract a penalty @ Rs 1,000/- per GR / LR copy and depending upon the seriousness of the matter, may lead to putting on holiday list or termination of the contract forfeiting the security deposit. BCPL reserves the right to take final decision on the matter and it will be binding on the transporter. No counter claims will be entertained.
- vi) The payment towards transportation will be released only after the verification of all relevant documents, by Cheque / DD (DD charges on transporters account) through BCPL’s bank within 30 days from the date of receipt of complete bills with all necessary documents which are clear and correct.
- vii) Transporters shall take all necessary steps / actions to equip themselves to undertake all financial transactions thru E-banking or as desired by BCPL.

#### 17.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:



- i) The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislation's and orders, rules and regulation of Central/ State Government and other authorities. The contractor agrees to indemnify and hold BCPL (INDIA) LTD. and its employee's harmless for/ against any loss, expenditure and claims penalty etc., of whatsoever nature to the BCPL. in this regard due to the non-fulfillment of the obligations and violation by the contractor.
- ii) Registration with Labor Commissioner: If necessary, the Contractor shall be required to register with Labor Authority of appropriate Government having jurisdiction as per "Contract Labor Rules 1971", or any other labor rules/ regulations/ laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labor Laws.
- iii) The contractor will be fully responsible for any and all disputes arising out of any Labor act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of the contractor to pay the driver/ any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.
- iv) The contractor must indemnify the BCPL. its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor the various Central/ State/ Local self-body laws/ enactment's in this respect.
- v) The Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.
- vi) The Contractor shall undertake to indemnify BCPL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.
- vii) Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold BCPL harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against BCPL arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. The Contractor shall indemnify BCPL against all losses or damages caused to it on account of acts of the personnel deployed by him.



- viii) The contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.

## **18.0 DEFECT LIABILITY PERIOD [DLP]: NOT APPLICABLE**

## **19.0 JURISDICTION OF COURT:**

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

## **20.0 ARBITRATION:**

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Dibrugarh, Assam.

## **21.0 FORCE MAJEURE**

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply.

For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into



consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

## **22.0 AGREEMENT:**

The successful bidder shall enter into an agreement within 15 days of LOI on non-judicial stamp paper of requisite value.

## **23.0 OTHERS :**

- i) The Transporter will have their office or their representative(s) to ensure smooth execution of material transportation/loading/unloading etc. at the locations. The Transporter must inform BCPL in writing the name and addresses of such agents. Any delay on account of late clearance/ Non-clearance will be subject to penalty clauses.
- ii) The Transporter will strictly abide by the Motor Vehicle Act, Payment of Wages Act and other Labour regulations in force in the area where their trucks are plying.
- iii) The Transporter shall not be entitled to assign, subrogate sublet or part with his right, title and interest under their contract for any reason what-so-ever. The Transporter shall not cause or allow any change in the constitution on its firm without obtaining prior written approval of BCPL.
- iv) The Transporter shall be liable for any loss or damage to BCPL, or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said trucks at the time of loading, unloading and/ or during transit and the Transporter shall indemnify & keep BCPL indemnified against any such loss or damage & shall pay to BCPL such amount as BCPL may be called upon by law to pay. The Transporter shall remain at all times, liable and responsible to BCPL for any loss or damage caused to any building, plant and machinery or the property of BCPL by any negligence, carelessness, inexperience or willful fault of the transporter or his agent or by his employee of which BCPL alone shall be the sole judge. BCPL shall be at liberty to debit any cost on repairs to loss or damage to the account of transporter.
- v) It shall be the responsibility of the transporter to ensure that the Tankers should carry material within the permissible limit as governed by RTO Registration/ RC Book/ RLW provisions of Motor Vehicle Act prevailing from time to time. The Transporter will have to bear all losses/ penalties arising due to noncompliance of the above.
- vi) It shall be the responsibility of the transporters to ensure adequate man-power is provided collectively to facilitate loading & unloading of pipes.
- vii) It shall be the responsibility of the transporter/contractor to obtain necessary insurance cover towards all risks such as accidents, injuries, death likely to be



- caused to workers or to third person including loss to the property of owner/BCPL or to some other agency.
- viii) The transporter/contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The transporter /contractor shall get examine his employees/ workers through a govt. doctor before deployment.
- ix) No worker of transporter/contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics. If found under the influence of above, the transporter/contractor shall have to change/ replace him failing which BCPL may terminate the contract.
- x) The transporter/contractor shall indemnify BCPL against all claims, demands, action, cost and charges etc brought by any Court, Competent Authority/ Statutory authorities against any act or acts of the transporter/contractor or his workers.
- xi) The transporter/contractor shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced immediately without assigning any reasons under intimation to Engineer in Charge.
- xii) The transporter/contractor shall require to obtain labour license from Assistant Labour Commissioner to start with the work if applicable.
- xiii) The transporter/contractor shall pay the wages at the rates to his workers as per the Minimum Wages Act as notified
- xiv) The Contractor must have Permanent PF Account no.(PF Code) and registration certificate from the concerned Regional PF Commissioner. The Contractor should produce necessary ESIC Code before commencement of work or coverage under workmen compensation act who are not covered under ESI Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to BCPL.



## SECTION-VI

### SCOPE OF WORK

**JOB: CONTRACT FOR TRANSPORTATION OF 500 KL LDO FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA SITE.**

#### **1.0 SCOPE OF WORK**

The work under the scope of this contract- transportation of **500 KL of LDO from IOCL, BONGAIGAON TO BCPL, LEPETKATA SITE** as per the directions of Engineer-in-Charge.

- a) Loading of 500 KL of LDO should be done in staggered basis as per the requirement of BCPL. Transporter shall deliver the required quantity within 07 days from the date of intimation by BCPL.
- b) Loading of LDO from IOCL, Bongaigaon as per instruction of IOCL. Loading in the scope of IOCL.
- c) The contractor shall take all possible precautionary measures towards safety of Materials (LDO) to be lifted.
- d) Co-ordination with statutory authorities, local permits, arranging documentation etc. shall be in the scope of the contractor.
- e) It shall be entirely the contractor's responsibility to provide all types of arrangement for loading & unloading of the LDO as required for execution of the job. Proper supervision in the entire operations including loading/unloading of LDO by experienced and qualified personnel.
- f) The Transporter is the full responsibility for loading of 500 KL of LDO at IOCL, Bongaigaon and transported to BCPL, Lepetkata Dibrugarh and also unloading at BCPL, Lepetkata Site.

#### **2.0 TOLERANCE: WEIGHBRIGE VARIATION:**

The weights recorded at the loading/ unloading point will be final. The contractor will be held responsible for any shortage noticed at the unloading point. To take care of the variation in weights, the allowable tolerance limit of net weights recorded at loading/un-loading weight bridges will be 0.5%. Total tolerance limit should not be exceeding 0. 5% overall for the total lot supplied by the transporter.

In case of shortage above 0.5%, BCPL would recover at actual value of entire short quantity (over & above 0.5%) from the transporter's bills. The Transportation Charges for the short quantity shall also not be paid by BCPL.



# SECTION-VII

## HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



## **SECTION - VII**

### **HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

#### **1. SCOPE**

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

#### **2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS**

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.
- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.



- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

### 3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

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## SECTION-VIII

### SCHEDULE OF RATES [SOR]

#### PART-I (UN-PRICED BID)

#### PART-II (PRICED BID)



### **SCHEDULE OF RATES (UNPRICED PART)**

| <b>NAME OF JOB:</b>                  |                                                                                                           | TRANSPORTATION OF LIGHT DIESEL OIL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA-DIBRUGARH (ASSAM) |     |                                                       |                   |                                                             |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----|-------------------------------------------------------|-------------------|-------------------------------------------------------------|
| <b>TENDER NO.</b>                    |                                                                                                           | <b><u>BCPL/C&amp;P/LE17W132MD/90000540</u></b>                                                |     |                                                       |                   |                                                             |
| <b>NAME OF BIDDER:</b>               |                                                                                                           |                                                                                               |     |                                                       |                   |                                                             |
| <b>NAME OF AUTHORISED SIGNATORY:</b> |                                                                                                           |                                                                                               |     |                                                       |                   |                                                             |
| S.NO.                                | DESCRIPTION                                                                                               | QTY                                                                                           | UOM | Unit Price inclusive of all charges but excluding GST |                   | Total Unit Price inclusive of all charges but excluding GST |
|                                      |                                                                                                           |                                                                                               |     | INR IN WORDS                                          | INR IN FIG.       | INR                                                         |
| (A)                                  | (B)                                                                                                       | (C)                                                                                           | (D) | (E)                                                   | F                 | G = E X C                                                   |
| 1                                    | Transportation Charges for LIGHT DIESEL OIL from IOCL, BONGAIGAON to BCPL-Lepetkata as per SCC & SOW etc. | 500                                                                                           | KL  | DO NOT QUOTE HERE                                     | DO NOT QUOTE HERE | DO NOT QUOTE HERE                                           |
| <b>(1) TOTAL</b>                     |                                                                                                           |                                                                                               |     |                                                       |                   |                                                             |

Note:

Please refer Tender documents and Special Condition of Contract (SCC) & Scope of Work (SOW) before filling the SOR.

TENDER NO. BCPL/C&P/LE17W132MD/90000540 FOR "TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA"



## PART - II - PRICED BID



## **SCHEDULE OF RATES (PRICED PART)**

| <b>NAME OF JOB:</b>                  |                                                                                                           | TRANSPORTATION OF LIGHT DIESEL OIL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA-DIBRUGARH (ASSAM) |     |                                                       |             |                                                             |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----|-------------------------------------------------------|-------------|-------------------------------------------------------------|
| <b>TENDER NO.</b>                    |                                                                                                           | <b><u>BCPL/C&amp;P/LE17W132MD/90000540</u></b>                                                |     |                                                       |             |                                                             |
| <b>NAME OF BIDDER:</b>               |                                                                                                           |                                                                                               |     |                                                       |             |                                                             |
| <b>NAME OF AUTHORISED SIGNATORY:</b> |                                                                                                           |                                                                                               |     |                                                       |             |                                                             |
| S.NO.                                | DESCRIPTION                                                                                               | QTY                                                                                           | UOM | Unit Price inclusive of all charges but excluding GST |             | Total Unit Price inclusive of all charges but excluding GST |
|                                      |                                                                                                           |                                                                                               |     | INR IN WORDS                                          | INR IN FIG. | INR                                                         |
| (A)                                  | (B)                                                                                                       | (C)                                                                                           | (D) | (E)                                                   | F           | G = E X C                                                   |
| 1                                    | Transportation Charges for LIGHT DIESEL OIL from IOCL, BONGAIGAON to BCPL-Lepetkata as per SCC & SOW etc. | 500                                                                                           | KL  |                                                       |             |                                                             |
| <b>(1) TOTAL</b>                     |                                                                                                           |                                                                                               |     |                                                       |             |                                                             |

Note:

Please refer Tender documents and Special Condition of Contract (SCC) & Scope of Work (SOW) before filling the SOR.



## **CUT-OUT SLIPS**

**ENVELOPE – (I): "BID SECURITY / EMD, TENDER FEE, POWER OF ATTORNEY AND VALID MSE CERTIFICATE [IF APPLICABLE FOR EMD & TENDER FEE EXEMPTION" – As per ITB 11.1.1, 5 & 16**

### **DO NOT OPEN**

**SUB: HIRING OF SERVICES FOR TRANSPORTATION OF 500 KL LIGHT DIESEL OIL (LDO) FOR ECU BCPL FROM IOCL, BONGAIGAON TO BCPL, LEPETKATA**

**TENDER NO.: BCPL/C&P/LE17W132MD/90000540**

**BID SUBMISSION DUE DATE & TIME : 14.12.2017 at 1430Hrs**

**TO**

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

**FROM:**

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING**

**BID SECURITY / EMD & TENDER FEE, POWER OF ATTORNEY  
AND VALID MSE CERTIFICATE [IF APPLICABLE FOR EMD &  
TENDER FEE EXEMPTION]**