



Brahmaputra Cracker And Polymer Limited

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

e-TENDER NO: BCPL/C&P/LE17W021SD/00403

Dated 03.06.2017

TENDER DOCUMENT

FOR

“HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS”.

OPEN DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	23.06.2017 at 14:30 Hrs
Tender Opening Date & Time	:	24.06.2017 at 15:00 Hrs
Sale period of bid document	:	03.06.2017 to 22.06.2017
Pre Bid Meeting	:	13.06.2017 at 15.00 Hrs
Tender Fee	:	Rs. 5,000.00

EMD Amount	:	Zone	Amount (in Rs.)
		Northeast-1	98,000.00
		Northeast-2	42,000.00
		East	16,76,000.00
		West	11,48,000.00
		North	15,00,000.00
		South	27,48,000.00



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.



e-TENDER NO: BCPL/C&P/LE17W021SD/00403 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS".

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the e-TENDER PORTAL (NIC CPP PORTAL) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Whether Late bid can be considered?	No



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

9	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.
10	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.
11	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.
12	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.
13	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.
14	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
15	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.



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SECTION – I (A)

INVITATION FOR BIDS [IFB]



SECTION – I(A)
INVITATION FOR BID [IFB]

To,

Dt. 03.06.2017

PROSPECTIVE BIDDERS

SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS”

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract shall be valid for a period of SIX MONTHS from the date of issuance of LOI / LOA.	
II	Tender Fee	:	Rs. 5,000.00	
III	EARNEST MONEY DEPOSIT (EMD)	:	Zone	Amount (in Rs.)
			Northeast-1	98,000.00
			Northeast-2	42,000.00
			East	16,76,000.00
			West	11,48,000.00
			North	15,00,000.00
			South	27,48,000.00
IV	BID DUE DATE & TIME	:	23.06.2017 up to 14:30 Hrs	
V	SALE PERIOD OF BID DOCUMENT	:	03.06.2017 to 22.06.2017	
VI	OPENING OF UNPRICED BID	:	24.06.2017 at 15:00 Hrs.	
VII	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.	
VIII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.	
IX	MODE OF TENDERING	:	Open Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gaintenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in (NIC-CPP Portal)	



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

X	DATE AND TIME OF PRE- BID CONFERENCE VENUE	13.06.2017 at 15:00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER** (Pg. No. : *from 65 to 73*). The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected. – **NOT APPLICABLE**
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission in e-mode.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 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 **13.06.2017 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh,



Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Dy. Manager (C&P) Phone No. 07896760769 ; Email ID: sdutta@bcplindia.co.in.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Samrat Dutta]

Dy. Manager [C&P]

Ph: +91-0373-2914635; E-mail: sdutta@bcplindia.co.in;



SECTION-I(B)

NOTICE INVITING TENDER (NIT)



NOTICE INVITING TENDER
(OPEN DOMESTIC COMPETITIVE e-BIDDING)

BCPL invites bid from eligible bidders for Transportation of Polymer from BCPL's Petrochemical, Complex, Lepetkata to Various Zones across The Country Under Rate Contract as detailed below:



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

NOTICE INVITING TENDER

(e-TENDER NO. BCPL/C&P/LE17W021SD/00403 dated 03.06.2017)

BCPL INVITES e-BIDS (THROUGH NIC PORTAL) FOR “HIRING OF SERVICES CONTRACT FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL” as detailed below:

Cost of e-Tender Document: Rs. 5,000/-

Sale Period of Bid Document: From 03.06.2017 to 22.06.2017

Pre-Bid Meeting: 13.06.2017, 15.00 hrs.

Bid due date for submission: On 23.06.2017 up-to 14.30 hrs.

For details, visit BCPL (www.bcplonline.co.in) or GAIL (www.gailtenders.in) website & CPP Portal (<https://www.eprocure.gov.in>). Any revision, clarification, addendum , corrigendum , time/due date extension etc.(if any), to this tender would appear on above websites only & will not publish on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.

Corporate Identification No. U11101AS2007GOI008290

For any queries, bidders may contact:

Deputy Manager (C&P)
ADMINISTRATIVE Building
BCPL-Project Site, A. T. Road,
PO-Lepetkata, Dibrugarh-786 006,
Assam Tel: 0373- 2914636/635
E-mail: sdutta@bcplindia.co.in



Participating Bidder's Confirmation:

We are submitting our bid for the following (s) Zones and EMD amount submitted are summarized below:

Sl. Number	ZONE for which Bidder is participating	EMD Amount (in Rs.)	Bid has been submitted for (Please mark "Yes" in participating zone)
1	Northeast-1	98,000.00	
2	Northeast-2	42,000.00	
3	East	16,76,000.00	
4	West	11,48,000.00	
5	North	15,00,000.00	
6	South	27,48,000.00	



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

EVALUATION OF BIDS, SELECTION OF
TRANSPORTERS AND DISTRIBUTION OF
QUANTITY FOR AWARD



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical:

- 1.1.1 The bidder must have **executed** at least one (01) single order / contract of “similar nature of work” in the preceding seven (07) years reckoned from the due date of unpriced bid opening having value not less than the **value as shown in the Table-1** given below:

Table-1

Zone	Minimum Qualifying Single Order Value (Rs. in Crores)
Northeast-1	0.25
Northeast-2	0.11
East	4.19
West	2.87
North	4.74
South	13.74

Note:

- a) In case bidder(s) quotes for **more than one (01) Zone**, the requirement of **minimum qualifying VALUE completed/executed in One SINGLE order/contract** will be on **cumulative basis** and in such case the Bidder is required to submit **EMD on cumulative basis**.
- b) ‘Executed’ as mentioned in sl. no. 1.1.1 above, means fully executed or completed.
- c) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- d) Definition of “similar nature of work”: Similar nature of work indicates transportation of goods like finished packaged goods / polymer products in truck. The transportation of bulk loose materials like coal, mineral ore, sand etc and off-dimensional consignment, i.e, heavy machinery equipment etc shall not be considered for this tender.
- 1.1.2 In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.1 above, the contract **value** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned at Table-1 of 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.
- 1.1.3 Bidder must be an “Approved Carrier / Transporter” as per the Indian Banks’



Association.

1.1.4 Bidder must be a registered entity as per the “Carriage by Road Act, 2007”.

Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.

1.2 BEC- Financial:

1.2.1 TURN OVER:

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (FY: 2016-17, 2015-16 & 2014-15) shall be as under:

Table-2

Zone	Minimum Annual Turnover Requirement (Rs. in Crores)
Northeast-1	0.25
Northeast-2	0.11
East	4.19
West	2.87
North	4.74
South	13.74

1.2.2 NET WORTH:

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e, FY: 2016-17.**

1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, **i.e, FY: 2016-17.**

Table-3

Zone	Minimum Working Capital Requirement (Rs. in Crores)
Northeast-1	0.05
Northeast-2	0.02
East	0.84
West	0.57
North	0.95
South	2.75

Note:

- a) In case bidder(s) quotes for more than one (01) Zone, the requirement of Minimum Annual Turnover and Minimum Working Capital shall be on cumulative basis for the quoted Zones clubbed together and accordingly NET WORTH also to be POSITIVE.



b) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-15**, having net worth not less than **Rs.100 Crores**, confirming the availability of the line of credit to cover the inadequacy of working capital to meet the working capital requirement as stated above at Table-3. (Format specified in tender).

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

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



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at Table-1 of sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
3.	1.1.3	“Approved Carrier / Transporter” as per the Indian Banks’ Association.	Bidder must submit Copy of certificate clearly certifying the status of bidder regarding “Approved Carrier / Transporter” as per the Indian Banks’ Association.
4.	1.1.4	Carriage by Road Act, 2007.	Bidder must submit Copy of certificate issued by Road/State transport Office indicating bidder is a registered entity as per Carriage by Road Act, 2007.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC) to be submitted must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
5.	1.2.1	Annual Turn-over	Bidder(s) shall submit copy of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2016-2017, 2015-2016 & 2014-2015. In case, audited financial result (Balance sheet and profit & Loss account statement) of FY 2016-17 is not audited on the due date of ‘submission of



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			bid/bid closing date', bidder(s) to submit copy of audited financial result (Balance Sheet and Profit & Loss Account Statement) of immediate three (3) preceding financial years, i.e FY: 2015-2016, 2014-2015 & 2013-2014 along with un-price bid.
6.	1.2.2	Net worth	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2016-17. In case, audited financial result (Balance Sheet and Profit & Loss Account Statement) of FY: 2016-17 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e FY: 2015-2016 along with un-price bid.
7.	1.2.3	Working capital	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. FY: 2016-17. In case, audited financial result (Balance Sheet and Profit & Loss Account Statement) of FY 2016-17 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of audited financial result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e FY: 2015-2016 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-15) from the Bidder's bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.
8.		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			Chartered Accountant only.

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor 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.

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.

2.0 EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD:

EVALUATION OF BIDS:

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

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

- 2.2 If a bidder quotes for more than one zone, his bid will be considered for priced bid opening only for the zone(s) which the bidder individually qualifies based on the single work order value.

- 2.3 If a bidder quotes for more number of zones and qualifies for lesser number of zone(s), in such a situation, the particular bidder shall also be given opportunity for matching L-1 rate (if required) for all the quoted zones. However, the order shall be placed on "least cost to BCPL" basis in terms of the tender document and limited to the no. of zone(s) for which the bidder qualifies the BEC. Once certain zone (s) is awarded to such L-1 bidder, the bidder ceases to be lowest bidder for the remaining zones (s).

The above least cost analysis is only for selection of the bidders, however, award in all the case shall be made on L1/matched L1 prices. BCPL's decision in this regard shall be final and binding on the bidder.



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

2.5 **PPP Policy 2012:**

The said job/service is splittable and hence job is to be awarded to MSE vendor as per Public Procurement Policy, 2012 as below including the other provisions as mentioned in ITB of tender document.

In case of Micro and Small Enterprise(s) quoted their prices within the price band of L1+15% and are not L2, L3 bidder (where three transporters are desired) or L2 (where two transporters are desired), they shall also be allowed to provide a portion of requirement by bringing down their prices to L1 price and Micro & small enterprises shall be allowed to provide up to 20% of the total tendered value (for respective zone). In case of more than one such Micro and Small Enterprises, the job shall be shared proportionately (to tendered quantity for respective zone). 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.

SELECTION OF TRANSPORTERS:

BCPL intends to hire following numbers of transporters for the entire contract:

- 2.6 **Three (03) transporters each for East, West, North and South Zone i.e. a total maximum up to 12 transporters.**

- **Three (03) transporters each for East, West, North and South Zone shall be selected on zone-wise L1 rate.**

*For this purpose, L2, L3 transporters in each zone shall be asked to match L1 rate. In the event of L2 / L3 transporter not agreeing to match L1 rate, possibilities shall be explored with L4, L5, L6, L7..... and so on so as to select **03 (three) transporters at L1 rate** for East, West, North and South Zone.*

In case, L2, L3 & so on ... doesn't match L1 price, the entire quantity shall be awarded to the L-1 bidder.

- 2.7 **Two (02) transporters each for Northeast-1 and Northeast-2 Zone i.e. a total maximum up to 04 transporters.**

- **Two (02) transporters each for Northeast-1 and Northeast-2 Zone shall be selected at zone-wise L1 rate.**



For this purpose, L2 transporter in each zone shall be asked to match L1 rate. In the event of L2 transporter not agreeing to match L1 rate, possibilities shall be explored with L3, L4, L5, L6, L7 and so on so as to select Two (02) transporters at L1 rate for Northeast-1 and Northeast-2 Zone.

In case, L2, L3 & so on ... doesn't match L1 price, the entire quantity shall be awarded to the L-1 bidder.

IN CASE L-1 BACKS OUT, RE-TENDERING SHALL BE DONE.

In case of tie between bidders, preference would be given for award based on turnover in FY 2015-16.

DISTRIBUTION OF QUANTITY FOR AWARD:

2.8 The following methodology shall be adopted for distribution of work order quantity among the successful transporters, depending upon the number of transporters shortlisted for each of these zones:

2.8.1 **East, West, North and South Zone (Desired transporters: 03 each)**

➤ **Scenario I:**

If one bidder is found L1 and two bidders agree to match the rate of L1 bidder, then the distribution of quantity among these three bidders shall be as under:

L1 – 50 %, L2 – 30 % and L3 – 20%

➤ **Scenario II:**

If one bidder is found L1 and only one bidder agrees to match the rate of L1 bidder, then the distribution of quantity among these two bidders shall be undertaken as under:

L1 – 60 % and L2- 40 %

➤ **Scenario III:**

If only one transporter is found L1, due to non-matching / non-quoting of rates, then the entire quantity (100%) shall be allocated to the L1 transporter.

L1 – 100 %

2.8.2 **Northeast-1 and Northeast-2 Zone (Desired transporters: 02 each)**

➤ **Scenario I:**

If one bidder is found L1 and one bidder agrees to match the rate of L1 bidder, then the distribution of quantity among these two bidders shall be undertaken as under:

L1 – 60 % and L2- 40 %



➤ **Scenario II:**

If only one bidder is found L1, due to non-matching / non-quoting of rates, then the entire quantity (100%) shall be allocated to the L1 transporter.

L1 – 100 %

In case no bid is received for a particular zone, re-tendering shall be undertaken for that zone.

2.8.3 Allocation of quantities to MSE shall be governed as per **Sl. no. 2.5** above. The remaining quantity of each zone shall be distributed to the bidders as per the methodology mentioned herein above.

In case, there is no MSE in the price band of L1 + 15%, the entire quantity will be distributed to bidders as per methodology mentioned herein above.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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SECTION-III

INSTRUCTION TO BIDDERS [ITB]

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))



SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III
INSTRUCTIONS TO BIDDERS [ITB]

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or



banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

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

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

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

- 4 **ONE BID PER BIDDER**



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

4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE

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 GAIL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

5.2.2 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.

5.2.3 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-NOT APPLICABLE

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

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



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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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



11. DOCUMENTS COMPRISING THE BID

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

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

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

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such



discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and exclusive of freight/transportation charges.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.



- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 SERVICE TAX

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.

- 13.2 Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount, if any.

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.

- 13.3 In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The Bidder shall submit Service Tax Registration Certificate along with their Bid. The following may also be noted:-
- a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.
 - b) The base date for the purpose of applying statutory variation shall be the bid closing date.

13.5 SERVICE TAX IN CASE OF WORKS CONTRACT



- 13.5.1 While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, **i.e. either on actual service portion or deemed service portion.**
- 13.5.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents
- 13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.
- 13.5.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.
- 13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-
- 13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:
- 13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 13.7.2 The bids will be evaluated based on total price including applicable service tax.
- 13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However in SOR, entire applicable rate/amount of service tax to be indicated by bidder.



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

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

- 13.10 Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor.

13.10 Tax Deducted at Source [TDS]

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

13.11 Income Tax

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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



16 EARNEST MONEY/BID SECURITY- :

ZONE	EMD AMOUNT (in Rs.)
Northeast-1	98,000.00
Northeast-2	42,000.00
East	16,76,000.00
West	11,48,000.00
North	15,00,000.00
South	27,48,000.00

- 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.
- 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:
- If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - If the Bidder modifies bids during the period of bid validity (after submission date).
 - Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - In the case of a successful Bidder, if the Bidder fails to:



- (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

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

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

17 PRE-BID MEETING (IF APPLICABLE)

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

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA



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

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

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

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

20 **E-PAYMENT**

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

IDI – SUBMISSION OF BIDS

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



- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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

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



- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

- 26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.
- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.



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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.



- ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30 CORRECTION OF ERRORS

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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



34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

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

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

37 SIGNING OF AGREEMENT

37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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



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

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

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/www.bcplonline.com)

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahma Putra 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.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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

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

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

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

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



- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UdyogAadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

41 AHR ITEMS

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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



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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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

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

45.1 Brahma Putra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.



- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahma Putra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date



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

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

(b) Address:

To,

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

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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

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

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

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



51. 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:

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.
2. Where PMC is EIC (e.g Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - a. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - b. 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.
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.
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.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also



ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.

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

52. PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT 2007

As per the Section 3 of the ‘Carriage by Road Act 2007’, no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific provision in the tender be made which makes it incumbent on the supplier to transport the contracted material / supplies only through registered common carriers.

53. 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.
54. 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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**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.



- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves



nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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



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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for



suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



(iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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

6.0 **EFFECT OF HOLIDAY**

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

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



forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

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

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

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

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

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

8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

10. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying



any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

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

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

.....



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings	4 marks



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



ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

This section contains detailed instructions regarding bid submission procedure under BCPL's e-tender under NIC CPP Portal system. Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must go through the following in BCPL website in tender section:-

- 1) **“Guideline for Bidder enrolment process to Participate in BCPL e-tender through CPP Portal of NIC”.**
- 2) **“Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC.**
- 3) **“Bidder Manual Kit”**

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://eprocure.gov.in/eprocure/app>).

2. About E-Tender Portal (Web):

BCPL's e-tender under NIC CPP Portal system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://eprocure.gov.in/cppp/> (referred hereunder as “E-Tender Portal”) and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process:

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/Laptop with Windows OS, Internet Explorer:

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click



resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:

The Bidder must have a high speed internet connectivity (preferably Broadband) to access NIC Portal for downloading the Tender document and uploading/submitted the Bids.

3.3 A valid e-mail Id of the Organization/Firm:

Bidder must possess an e-mail ID, preferably of the Organisation (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login ID. The e-mail ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-ID of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

3.4 User ID and Password for new Bidder(s):

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user ID and password. Without user ID (Login ID) and password, bidders cannot participate in e-tender. There will be single login ID for a bidder/vendor code. To obtain User ID and Password Vendor/Bidder must visit <https://eprocure.gov.in/eprocure/app> site and perform the following steps:

- i) Click on Online bidder enrolment (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

Steps for creating user id & Password is available in file name “steps by steps guide for online Bidder enrolment process” in BCPL website.

3.5 Procedure for change of E-mail ID of the Bidder:

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital



Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://eprocure.gov.in/eprocure/app> → click Information about DSC.

Only Class 3b Digital Signature is acceptable where individual are using their digital signature on behalf of the organization and digital signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

(II) Why Digital Signature is required?

In order to bid for NIC e-tenders, bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below:**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

For foreign bidder please refer:-<https://eprocure.gov.in/eprocure/app> then click on download – where procedure for obtaining DSC for Foreign Bidders is given.

4. How to submit On-line Bids/Offer electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on BCPL's e-tender under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-tender portal) should follow the steps Mentioned in the “**Bidders Manual Kit**” available on BCPL website / (go to <https://eprocure.gov.in/eprocure/app> → click Bidder manual kit) which shall guide them to Search, Display/View, Download and Submit electronic Bids/Offer online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

5. How to search, view and download e-tender?

Explained in **Bidders Manual Kit** which is available in BCPL website.



8.0 Content of Bid:

8.1 Un-Priced Bid:

The Un-priced Bid - “SOR” (i.e. Part I – Technical Bid, refer ITB of tender for details) to be uploaded using Link “TECHNICAL DOCUMENT”. Bidders are advised to not upload duly filled Schedule of Rates/Price Schedule (Price Bid) at this link. For detailed instructions, **Bidders Manual Kit** which is available in BCPL website for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender document at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.



8.2 Priced Bid:

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

BCPL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid and the manner prescribed elsewhere in this instruction sheet in tender documents.

9. e-Tender demo during pre-bid conference:

During the Pre-Bid Conference, BCPL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

10. Submission of documents:

Bidders are requested to upload small sized documents preferably (up to 25 MB) at a time to facilitate easy uploading into e-tender portal. BCPL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

11. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity:

If bidders are unable to access BCPL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

13. Help to Contractors:

For special instructions to bidders / contractors Please visit <https://eprocure.gov.in/eprocure/app> → click Help to contractors.

14. FAQ:

For various frequently asked question Please visit <https://eprocure.gov.in/eprocure/app> → click FAQ.

15. e-Brochure:

For e-brochure Please visit <https://eprocure.gov.in/eprocure/app> → click Downloads → click e brochure (details & general).



16. DSC for Foreign Bidders:

For DSC for foreign bidders Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → click DSC for foreign bidders.

17. System Malfunction Procedure:

For system malfunction procedure Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → system malfunction procedure.

18. IT Resources:

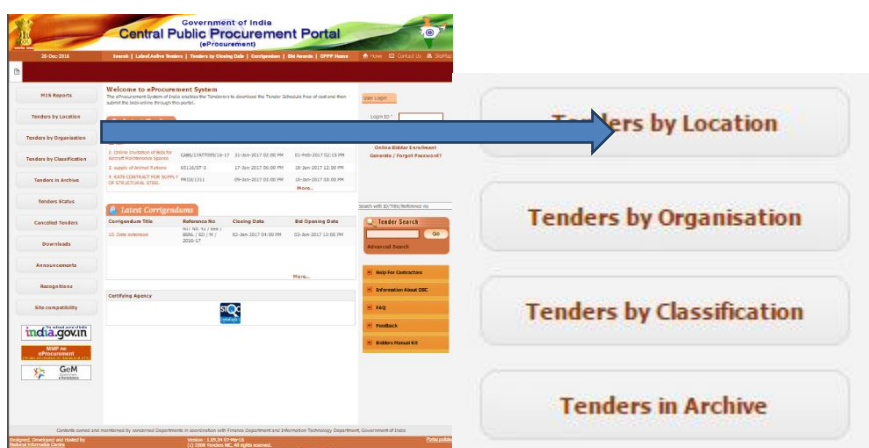
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

For DSC deactivation Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → Form for DSC deactivation for bidders.

20. Search Tender for Guest Users:

For tender search Please visit - <https://eprocure.gov.in/eprocure/app> → click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.



21. Check list / Quick View Summary:

e-TENDER NO: BCPL/C&P/LE17W021SD/00403 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS".



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one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click Information about DSC.	
	2	GET THE HARDWARE / IT RESOURCES:- Computer/laptop, Internet etc	plz. Refer	Refer clause 3.1, 3.2, 12 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click downloads --- click resources required	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click trouble shooting
	3	GET ENROLLED WITH BCPL e-tender THROUGH CPP PORTAL OF NIC AND TO GET USERID & PASSWORD FOR NEW VENDORS	plz. Refer	Refer Guideline for Bidder enrolment process available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Registration of Bidders	
	4	UPLOADING OF MY DOCUMENTS	plz. Refer	Bidder can upload their regular documents like PAN, BALANCE SHEET, VAT/CAT and other certificate	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Uploading of my documents	
	5	SEARCH BIDS	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click tender by location / by organization / by classification	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Clarifications (Tender Status, My Archive...)	
	6	ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- Online e-Bid Submission	
	7	FINANCE BID/PRICE BID/PART II Preparation guidelines	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines			
	8	ON LINE e-BID WITHDRAWL	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re-SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission			

For various queries, manual, FAQs and information may please refer the link <https://eprocure.gov.in/eprocure/app>



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In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

In Information about DSC user will get: **Frequently Asked Questions on Digital Signature Certificate.**

In FAQ user will get various FAQ related to:

- a) GENERAL Q&A about e-procurement.
- b) On line enrolment Q&A
- c) Password related Q&A
- d) DSC related Q&A
- e) Tender related Q&A
- f) Security related Q&A
- g) Foreign bidder related Q&A
- h) User account related Q&A

Feedback: **Users to give their feedback to NIC.**

Bidder manual kit: **Bidder will get various manuals for the following:**

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf
		four_cover_bid_submission.pdf
		single_cover_bid_submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf

e-TENDER NO: BCPL/C&P/LE17W021SD/00403 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS".



[BoQ_Help_Bidder_ItemWise_Tax.pdf](#)

[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

Phone : 0373-2914582 (only for e-tender queries)

Mobile : 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ e-TENDER NO is : e-TENDER NO.: BCPL/C&P/LE17W021SD/00403				
1.1	The Employer/Owner is: M/s Brahma Putra Cracker And Polymer Limited				
2.1	Name of the Contract: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. SAMRAT DUTTA, DY. MANAGER (C&P) / Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@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): <u>NIL</u>				



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12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The e-TENDER NO. of this bidding process is: BCPL/C&P/LE17W021SD/00403
22.3	For bid submission purposes only, the Owner's address is : Attention: SH. SAMRAT DUTTA, DY. MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in ;
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in ; Date: 23.06.2017 Time: 15:00 Hrs.
E. EVALUATION, AND COMPARISON OF BIDS	



ITB clause	Description								
32	Evaluation Methodology is mentioned in Annexure-II.								
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES				
APPLICABLE	☒ NO								
NOT APPLICABLE	☒ YES								
F. AWARD OF CONTRACT									
ITB clause	Description								
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam								
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Applicable: As specified in tender document.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO				
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Whether tendered item is non-split able or not-divisible : <table border="1"><tr><td>YES</td><td>☒ NO</td></tr><tr><td>NO</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO	YES	☒ NO	NO	☒ YES
APPLICABLE	☒ YES								
NOT APPLICABLE	☒ NO								
YES	☒ NO								
NO	☒ YES								



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41	Provision of AHR Item : <table border="1"><tr><td data-bbox="424 331 762 405">APPLICABLE</td><td data-bbox="762 331 1086 405">☐ YES</td></tr><tr><td data-bbox="424 405 762 479">NOT APPLICABLE</td><td data-bbox="762 405 1086 479">☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"><tr><td data-bbox="424 593 762 667">APPLICABLE</td><td data-bbox="762 593 1086 667">☐ NO</td></tr><tr><td data-bbox="424 667 762 741">NOT APPLICABLE</td><td data-bbox="762 667 1086 741">☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				



FORMS & FORMAT



LIST OF FORMS & FORMAT

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BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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



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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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 POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

Dear Sir,

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

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

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



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING” LEPETKATA,

NH-37, P.O. LEPETKATA, DIBRUGARH,

ASSAM, PIN – 786 006

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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.



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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 POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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:



F-9

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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to M/s Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers



and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the



Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.

.....



AGREED TERMS & CONDITIONS

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.:- BCPL/C&P/LE17w021SD/00403

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address.	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess.	ST:% EDU. CESS:.....% SWATCH BHARAT CESS:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	



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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
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/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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 :



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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 POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

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

Place:
Date:

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



CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		
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).		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	ZONE		
		<i>Northeast-1</i>	98,000.00	
		<i>Northeast-2</i>	42,000.00	
		<i>East</i>	16,76,000.00	
		<i>West</i>	11,48,000.00	
		<i>North</i>	15,00,000.00	
		<i>South</i>	27,48,000.00	
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the unpriced bid.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
5.	Successful bidder shall have to submit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value excluding taxes & duties (valid up to 3 months).		YES	NO
6.	Tender Document signed & stamped.	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO



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	“QUOTED/NOT QUOTED” IN EACH ITEM RATE COLUMN.			
8.	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



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

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

NB:

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc	
B	2 nd Order/ LOI/Contract		
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	



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

D	4th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value	



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D5		Period of Contract/ Order	
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc	



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

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

NB:

1. **Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. **Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

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



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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:
Chartered Accountant
Date:

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

Instructions:

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



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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER
PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.**

e-TENDER NO.: BCPL/C&P/LE17W021SD/00403

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	BEC. 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 : _____

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MONTHS".**



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
bank)

(Signature of authorized officer of



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Participating Bidder's Confirmation for zone:

TO BE FILLED BY BIDDER ALONG WITH UN-PRICED BID

We are submitting our bid for the following (s) Zones and EMD amount submitted are summarized below:

Sl. Number	ZONE for which Bidder is participating	EMD Amount (in Rs.)	Bid has been submitted for (Please mark "Yes" in participating zone)
1	Northeast-1	98,000.00	
2	Northeast-2	42,000.00	
3	East	16,76,000.00	
4	West	11,48,000.00	
5	North	15,00,000.00	
6	South	27,48,000.00	



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT

[SCC]

e-TENDER NO: BCPL/C&P/LE17W021SD/00403 FOR “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS”.



SPECIAL CONDITIONS OF CONTRACT **[SCC]**

WORK: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 06 MONTHS.

1.0 TERMS OF PAYMENT: Payment will normally be made within 30 days of submission of bills and GR with correct receipt details to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties. Payment will be made through electronic mode (E-banking) only. Other terms and conditions related to Payment terms are specified in Scope of Work.

2.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:
Income Tax deduction shall be made from all payments to the Transporters 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 Transporter.

BCPL will issue the necessary certificate for income tax deduction at source, however, the Transporter has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the Transporter has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, Transporter 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.

3.0 SERVICE TAX: The rates quoted by the bidders should be inclusive of all taxes and duties applicable during the period of contract except service tax, Education cess and Secondary and higher education cess thereon.

As per the current Service Tax provisions, in case of Services provided by the Goods Transportation Agency to BCPL, Lepetkata (a company registered under the Companies Act), the payment of Service Tax shall be made by BCPL, Lepetkata directly to the Government Treasury. The bidders will however provide BCPL the consignment note or any other document required under service tax rules in the manner provided in the said rules. The bidders will also submit a declaration to BCPL in the format at Annexure II.

4.0 RESPONSIBILITIES OF THE TRANSPORTER AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

- 4.1 The Transporter shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 4.2 The Transporters shall periodically submit the chalans / receipts / proof for depositing PF contribution with RPFC.



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- 4.3 The Transporter 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.
- 4.4 The Transporter is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 4.5 The Transporter 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.
- 4.6 The Transporter shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 4.7 The Transporter 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.
- 4.8 The Transporter 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.
- 4.9 All personnel deployed by the Transporter should be on the rolls of the Transporter.
- 4.10 The Transporter 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.
- 4.11 The personnel to be deputed by the Transporter shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of Transporter. Transporter has to strictly adhere to guidance, instruction when required.
- 4.12 Transporter shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the Transporter or authorized person on behalf of Transporter. Also the Transporter should obtain entry passes from CISF through engineer-in-charge for his employees.
- 4.13 Transporter has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated. Also the Transporter has to provide police verification for all the persons deployed by him.
- 4.14 While confirming to any of these conditions, the Transporter should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The Transporter shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 4.15 All existing and amended safety / fire rules of BCPL, Lepetkata are to be followed within the Lepetkata plant or service center.
- 4.16 Transporter shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 4.17 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Transporter.
- 4.18 Before undertaking jobs, Transporter shall take work order from Engineer-in-charge and same shall be returned after completion of job.
- 4.19 All types of transport connected with the work shall be in the scope of the Transporter.
- 4.20 Technicians/ supervisors deployed by the Transporter should be technically qualified for fulfilling the contractual obligation.



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4.21 In case of accident, injury and death caused to the employee of the Transporter while executing the work under the contract, the Transporter shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / deceased. Transporter shall indemnify BCPL from such liabilities.

The Transporter 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.

5.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:

The Transporter 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.

6.0 UNDERTAKING

The bidder shall submit an undertaking on his letter head duly notarized as per Format attached as SCC- Annexure- II.

7.0 PF Registration: Bidder must 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.

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

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

a. Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs.5, 000.00 per occasion.

b. Violation as above resulting in:

b1. Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs. 2,00,000.00) per injury in addition to Rs. 5,000.00 as in para 9.0.a, above.

b2. Fatal accident, a penalty of 1% of the contract value (maximum of Rs. 10, 00,000.00) per fatality in addition to Rs. 5,000.00 as in para 9.0.a, above.

The enclosures attached as Annexure – I to be must be submitted along with your offer.

Further bidder shall provide details of their Environmental Policy as per SCC-Annexure - IV

10.0 MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT (GCC):

10.1 Article 24.0 of GCC stands modified to the extent that the amount of CPBG/SD shall be 7.5% of the annualized value of the contract which will be valid for 90 days beyond the contract period.

10.2 Article 80 of GCC (Defect Liability Period) shall not be applicable.

10.3 Article 107 of GCC (Arbitration) stands modified to the extent that the attached Annexure-III to SCC shall be part of the Article 107.

10.4 Clause no. 27.2 of GCC (Bonus for early completion) shall not be applicable

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SCC - (ANNEXURE – I)

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

A: TRANSPORTER'S SAFETY RECORD IN LAST ASSIGNED JOB: -

Total nos. of employees=

Working hours / day =

Nos. of days worked =

Total man hours worked= (total nos. of employees X working hrs / day X no. of days worked)

No. of fatalities=

No. of major injuries=

No. of three days injuries=

Nos. of minor injuries =

Total nos. of occupational= Diseases / illness

Contd....2



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A:SAFETY INFORMATIONS TO BE SUBMITTED BY TRANSPORTER:

Following information to be submitted at the end of the every month to the, office of In-charge (F&S) directly with copy to Engineer-In-Charge.

A.- Total nos. of employees = - Working hrs / days -Duration of contract (in days)

B. STATUS OF SAFETY – GADGETS

- Nos. of helmets =
- Nos. of safety belt =
- Nos. of goggles=

Welding Goggles =	Grinding Goggles =	General Goggles =
-------------------	--------------------	-------------------

- Nos. of hand gloves=
- No. of safety shoe / gum boot=
- Length of barricading tapes=
- Status of warning tags (like= radiography, road blocking, no entry etc. use)

C. INCIDENT STATUS

Name of safety representative=

- Nos. of minor injuries=
- Nos. of three days injuries=
- Nos. of major injuries=
- Nos. of fatalities (if any)=

D. INSPECTION RECORD

- Gas cutting set & welding = machine inspected on & by
- List of hand tools updated on=
- Hand tools inspected on & by=
- Ladders & lifting tools inspected= on & by

Signature of Site In-charge

Transporter's Signature_____

Signature and Seal not required in case the form is digitally signed



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SCC - (ANNEXURE –II)

**DRAFT OF DECLARATION TO BE SUBMITTED:
(On letter head/stamp paper)**

To

Brahmaputra Cracker and Polymer Limited

I/ We hereby declare that we shall provide BCPL the consignment note or any other document required under service tax rules in the manner provided in the said rules.

I/ We also agree to indemnify BCPL against any payment/legal liability/ loss of Cenvat credit benefit/damage caused to the company in case of our default to comply with any requirement relating to submission of document under service tax provisions.

For

(Authorized Signatory)'

Signature and Seal not required in case the form is digitally signed

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SCC (ANNEXURE –III)

DETAILS OF ENVIRONMENT POLICY:

To

Brahmaputra Cracker and Polymer Limited

Sub:Details of Environment Policy

Sl. No.	Description	Details
1	Does your organization have an environment policy?	
2	Does your organization certified to ISO14001, if so, since when?	
3	Does your organization use any environment friendly product in manufacturing/packaging/distribution process etc.?	
4	Details of any award received in the field of Environment, Safety and Health?	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

e-TENDER NO: BCPL/C&P/LE17W021SD/00403 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS".



SECTION – VI

SCOPE OF WORK



SCOPE OF WORK

INTRODUCTION:

Brahmaputra Cracker & Polymer Ltd, Lepetkata, Dist: Dibrugarh, Assam [herein after referred to as (BCPL)] is located about 16 KM from Dibrugarh. BCPL is producing HDPE, LLDPE and PP which is sold to various customers across the country. The polymer products are basically in the form of granules and packed in plastic woven sacks of 25 kgs each. BCPL intends to enter into rate contract with reputed transporters to ensure safe & timely delivery of its products to the customers / consignment Stockiest / BCPL warehouse. The detailed terms & conditions including scope of work for the above mentioned job are as under:

1.0 SCOPE OF WORK:

- i. Transportation of Polymer, packed in woven sacks of 25 kgs each, from Lepetkata to various zones / destinations throughout the country.
- ii. It shall be the responsibility of the transporters to ensure placement of trucks as per the indent issued by BCPL within 24 hrs.
- iii. The transporter shall undertake loading of polymer from BCPL Lepetkata plant as per the loading capacity of the truck as per the RTO provisions, and unloading stacking the same at the receiving destinations / warehouse.
- iv. The transporter shall ensure that the entire documentation for transportation of material like Invoice, Challans, Road Permits, Way Bills, Excise Documents, and declaration forms under Sales Tax Law and / or any other documents as per the prevailing rule have been complied/collected with before dispatch of vehicle from BCPL plant.
- v. It shall be the responsibility of the transporter to complete all Formalities/documentation/payment of Octroi whenever applicable. The Octroi amount, however, shall be reimbursed to the transporter against submission of documentary evidence.
- vi. Submission of consignee copy of LR/GR along with the Transporters copy of Invoice at the respective destination.
- vii. Obtain the "Receipt Details" at the back of the Drivers copy of LR / GR, from the receiving customer / consignment stockiest.
- viii. Submission of transportation bills along with Drivers copy of LR / GR duly endorsed by the receiving customer / warehouse with full "Receipt Details".
- ix. In case of any loss to consignment the transporter shall undertake to complete all Insurance formalities through consignee / consignor with intimation to Marketing Dept. Lepetkata and the respective GAIL zonal office.
- x. The detailed descriptions of job along with the correlated clause have been incorporated in the Special Conditions of Contract which may be referred for further clarification.
- xi. Rates per MT per Km will remain same for any location within the Zone. The zones have been defined in Annexure I

2.0 PERFORMANCE BANK GUARANTEE (PBG) / SECURITY DEPOSIT (SD)-Asper ITB & SCC.



The contractor will be required to furnish CPBG @2.5% within 15 days of placement of LOI. The remaining 5% to be deposited within 15 days from the date of intimation (1st instant) of deployment of vehicle by BCPL.

3.0 PAYMENT TERMS

Brahmaputra Cracker & Polymer Limited has initiated payments to transporters electronically and to facilitate the payments electronically, the selected transporter should have an account with e-payment platform, so that the payment through ebanking can be made to the transporter. Further, the selected transporter should give the details of bank account in the above mentioned bank to facilitate payment through e-banking.

Payment of transportation bills will be made by BCPL within 30 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 of the transportation contract. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment. In case, where the transporter wishes to avail Concessional TDS, they are required to submit the requisite certificate at the time of submission of the contract agreement itself. It will be the responsibility of the transporter to ensure timely submission of any exemption certificate for every new financial year, failing-which TDS at the regular prevailing rates shall be applicable and will not be reimbursed/refunded later on.

4.0 QUANTUM OF WORK

BCPL does not commit itself to any particular quantum of work in each of the zone / destinations allotted to the transporter and the quantity is likely to vary from time to time. BCPL is not bound by the Annual Transportation quantities indicated in the tender document. The quantities mentioned in schedule of rates (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 transporters / transporters for lower quantity dispatched vis a vis indicated quantity. However, the likely state / zone-wise product movement is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of bids. **EVALUATION & SELECTION OF TRANSPORTERS (As per clause No. 3.3 & 3.4 of NIT)**

5.0 CONTRACT PERIOD

The start date of contract will be considered from the date of 1st intimation by BCPL for deployment of vehicle and not from the date of LOI. The latest date of intimation (For 1st instant) by BCPL for deployment of vehicle will be 06 months from the date of FOI/LOI/LOA. However, it will be open to BCPL to extend the contract for a further period of 03 months on the same terms and conditions or BCPL can terminate the transportation contract at any time by giving 30 days' notice without assigning any reason thereof.

6.0 CAPACITY AND SUITABILITY OF TRUCKS



The Transporter, as owner, offering trucks and as transporter/transporters offering attached trucks shall provide the registration number, Engine No., Chassis Number and all the particulars of the ownership or otherwise, in respect of the trucks to BCPL, which will be operated by the transporter for the purpose of transportation under agreement. In order to prevent delay due to impounding / delay in unloading / damage or other adverse effect with reference to consignment of products proposed to be transported by this tender, the transporter must always ensure that the trucks provided are:

6.1 In perfect roadworthy condition & maintain all features necessary for smooth & safe transportation of product over long distances. The Transporter should ensure that loading of all trucks is undertaken as per RTO registration book. However, the quantity to be loaded in each vehicle shall be as per BCPL requirements. BCPL shall have the right to load any quantity of the product within the RTO approved load as per registration book.

6.2 It will be the responsibility of the transporter to ensure that the deployed truck 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 the sole responsibility of the transporter and such costs shall be borne by the Transporter.

6.3 Owned or otherwise belong to the transporter / transporters, that the trucks are hired/do not belong to the transporter / transporters shall not absolve the transporter / transporters from any of the obligations under this contract or mitigate the liabilities arising out of breach of the conditions implied or expressed therein.

6.4 Trucks provided should be fit to carry the product over long distance(s) and deliver the consignment in good condition without trans-shipment (except in cases where transshipment is allowed) and without damage to the consignment. BCPL will have full power to refuse to put such trucks to use which they deem unfit for road and shall not make payments for detention / hire charges for such trucks. Transporter shall be held accountable for any malpractice / adulteration en-route. Wherever Transshipment is allowed by BCPL, it will be the responsibility of the Transporter to ensure timely delivery in good condition without damage to the consignment. Special care with regard to material cover to avoid ingress of moisture during rains is required to be taken by the transporter.

6.5 Trucks blacklisted / suspended shall not be offered by the transporter.

6.6 Transporter shall be responsible for any act / omission / misconduct and attempts to pilfer products by the truck crew of all trucks offered for operating the agreement. Any action taken by BCPL against such errant truck operators / crew shall not be challenged by the transporter in any court of law.

6.7 To safeguard the quality of material while loading at LEPETKATA and en-route transportation up to final destination and unloading at CS / customer warehouse, transporters must ensure the following:

6.7.1 Trucks should be provided with adequate good quality tarpaulins to ensure that there is no water ingress or contamination in any form of the transported material.

6.7.2 Trucks provided are properly covered with Tarpaulins from the bottom, sides, and top before entry / loading.



6.7.3 Products to be covered from the top (in between the roof and top portion of material/Product) with additional Plastic sheet for added protection from seepage of rain water etc.

6.7.4 Vehicles to be covered with Tarpaulin from back, soon after loading before exit.

6.7.5 In case of Half Body Truck - covering of material should progress simultaneously along with loading and material to be fully covered with tarpaulins/plastic sheet before removal from Loading Bay.

6.7.6 Transporter / Driver to be advised to provide Slant Roof, to avoid formation of water pockets and subsequent seepage.

6.7.7 Trucks with containerized body shall be preferred provided the body is not damaged and is in perfect roadworthy condition.

7.0 QUANTITY:

7.1 It shall be the responsibility of the Transporter to ensure that the weight of the goods loaded for consignment in the vehicle is within the permissible limits prescribed by the RTO Registration book and the RTO rules and regulations prevailing in various states from time to time. The Transporter shall solely be responsible and bear the loss and damage, If suffered, by BCPL on account of violation and / or breach of weight limits prescribed in the RTO registration book. BCPL shall not be liable to pay any detention or any other charges or hire charges in respect of those vehicles that do not conform to the specifications prescribed in the RTO registration book.

7.2 The Transporter's driver should satisfy themselves regarding the weights and quality of the bags at the time of collecting the goods from BCPL warehouse. In the event of any shortfall in the weight and quality is recorded at the destinations, necessary deductions will be made from the Transporter's bills or shall be recovered from Security Deposit / BG/pending bills for payment.

7.3 Deductions as detailed in Clause 12.4.2 shall be applicable on the shortages mentioned as per the receipt details given on the back of GR / LR copy

7.4 In case of introduction of dispatch of material by automatic / manual Weighment system by BCPL before and after loading of material / product, necessary changes shall be incorporated / implemented in the transportation contract and shall be binding on the transporter.

7.5 PRODUCTS & PACKAGING

The nature of packaging and product of various brands such as Brahma-Lene, Brahma-Pol or otherwise manufactured at BCPL – Lepetkata to be transported are given below:

PRODUCT FORM/SHAPE	NATURE OF PACKAGING	NET WT./BAG(KGS)
HDPE Granules	PLASTIC WOVENSACKS	25
LLDPE Granules	PLASTIC WOVENSACKS	25
PP Granules	PLASTIC WOVENSACKS	25

Any forthcoming Brand(s)/products shall be included as and when need arises. Any changes in the contract to incorporate such brands/products shall become integral part of the contract and shall be binding on the transporter. BCPL may also utilize the contract for dispatch of goods other than polymers like any other byproducts, spares, equipment, etc. for dispatch of the same to various destinations.



8.0 THE CONTRACT RATES

The rates **Per Kilometer Per Metric Ton** must be quoted. The payload shall be governed by RTO rules and regulations from time to time. It is the sole responsibility of the transporter to ensure that the truck should carry material within permissible weight limits as governed by RTO registration / RC books / RLW provisions of Motor Vehicle Act. The transporter is required to submit most competitive rates **per Kilometer per Metric Ton** for various zones as listed in schedule of rates (SOR), and shall be **inclusive** of the following:

8.1 The quoted rates should be on **F.O.R destination basis** which should cover the following:

8.1.1 **Loading, unloading & stacking** the consignment inside the warehouse as per the requirement of the Company or its Dealers / Consignment Stockist /Customer as the case may be.

8.1.2 **The Insurance premium charges at actuals as prevailing at the time of Despatch which is presently~Rs 12.5 PMT.**Transporters may please take into account all clauses under special conditions of the contract while quoting.

8.2 Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, **except Octroi (please see clause 11.7)** that are / may be imposed during contract period by any Central / state / municipal / local or other bodies.

8.3 All incidental / miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations, like multi-point delivery in a single Truck load etc.

8.4 In case the loading is arranged / done by BCPL, the loading charges shall be recovered from transporters' bills at actuals at the risk and cost of the transporter.

8.5 PRICE VARIATION

8.5.1 The quoted rates shall remain firm during the contract period and no escalation will be granted on whatsoever ground, including among others, increase in the cost of spares/ tyres or levies etc. as mentioned above. The transportation rates per MT of Polymer shall be subject to variation only on account of variation in the price of **High Speed Diesel (HSD)** as officially announced by National Oil Companies and as per the minimum price prevailing at Dibrugarh, Dist. Dibrugarh (Assam) from time to time. The variation in rate shall be calculated on the basis of consumption of **HSD @ 4 Kilometers per liter of HSD**. The applicable price of HSD for a calendar month shall be considered as per the price of HSD prevailing on 25th of the previous calendar month. The above change in the freight rates shall be undertaken only if the variation in the price of HSD is beyond $\pm 5\%$ from the previous prevailing base rate of HSD at which the variation in rates was undertaken.

The formula for Price Variation is:

For Rest of the country:

Revised Freight Charges= Base Freight Charges + Difference in Freight charges after revision of HSD price

Difference in Freight charges after Revision of HSD price = (Revised HSD price– Base HSD price)Rs /Km/MT 4 X Truck Load of 15 MT where 4 is the Km per liter of HSD

For Northeast:

Revised Freight Charges= Base Freight Charges + Difference in Freight charges



after revision of HSD price

Difference in Freight charges after Revision of HSD price = (Revised HSD price– Base HSD price)Rs /Km/MT 4 X Truck Load of 9 MT where 4 is the Km per liter of HSD.

Accordingly, for submitting the quotation against this tender the transporters should take the price of HSD at Dibrugarh, dist. Dibrugarh, as on **25th day** of month, prior to the date of opening of techno-commercial bid as base HSD price.

8.5.2 The above calculations shall be governed as per the distance mentioned in **Annexure-I** for all the destinations, and shall be accepted and binding on the Transporter. However, payments shall be made as per the actual distance & Quantity of product moved to the destination.

8.5.3 In case the final destination of the material falls within **50 KMs radius** of the pre-defined destination as per the list, there shall not be any change in the Freight rate(s), provided the new destination falls within the same State / Union Territory.

8.6 RETURN OF POLYMER:

8.6.1 If so required by BCPL, on case to case basis, the transporter shall have to transport rejected / returned polymer from any destination back to BCPL's works at Lepetkata. Such consignments shall have to be delivered at BCPL – Lepetkata at the earliest along with all related documents i.e. returned Excise Invoice, sales tax form, copy of dispatch advice, excise documents, and all other forms required for inward transportation of product to Lepetkata. It will be the responsibility of the transporter to collect Cenvat copy of Invoice and other necessary documents from the party which is returning material and to deliver such documents along with the material safely at BCPL, Lepetkata. Any consequences / penalty arising due to non-compliance of statutory rules & regulation / negligence by the transporter during return of polymer shall be borne by the transporter.

8.6.2 The transportation charges for return of polymer from any destination to Lepetkata shall be equal to transportation charges from Lepetkata to that particular destination.

8.6.3 The transporter operating in a particular zone / sector / destination shall have to arrange for return of polymer from the customer / consignment stockiest in that particular zone / sector / destination.

8.6.4 For such return of polymer consignment, the transporter shall not be entitled for payment of Minimum Pay Load (i.e. 16 MT) and BCPL shall not levy non placement penalty & late delivery penalty on the transporter. However, the transporter shall ensure immediate lifting within 10 days from the date of BCPL intimation & timely delivery of such consignment back to Lepetkata as per allowable transit time. Any damages to the consignment during return shall be recovered from the transporter as per the prevailing practice. In the event of failure of transporter to lift the material within 10 days time, BCPL shall arrange transportation for the product at the prevailing market rate. Full cost of such transportation shall be recovered from transporter from date of request of truck placement.

9.0 PLACEMENT OF TRUCKS AND PERFORMANCE OF CONTRACT



9.1 It will be transporter's responsibility for providing required number of trucks for each and every destination as per BCPL's indent, **within 24 hours** as mentioned in sub clause: 9.2.

9.2 DESPATCH PLAN & PLACEMENT

9.2.1 Reporting time of Trucks: **8 A.M. to 4 P.M.** at entry gate at BCPL, Lepetkata.

9.2.2 Any truck reporting **after 4 p.m.** at the entry-gate will be loaded at the sole discretion of BCPL.

9.2.3 The Transporter will be responsible for taking daily Plan from MARKETING DEPT. at LEPETKATA. The cumulative dispatch program / plan will be displayed at the LEPETKATA Gate office Notice Board daily in the Evening hours. To help improve placement coordination, the Transporter may also indicate their e-mail address for communication of the dispatch program / plan by BCPL Marketing Dept.

9.3 NON PERFORMANCE PENALTY

9.3.1 The Transporter is required to place the trucks as per plan given by BCPL within **24 Hrs. (Twenty Four Hours)** of the intimation of the plan.

In case the Transporter fails to provide Truck (s) **within first 24 hours**, the following shall apply:

The Engineer-In-Charge shall at his sole discretion allocate the work to other Transporter(s). BCPL shall recover from Transporter all the charges incurred for making other alternate arrangements for effecting supplies without prejudice to all other rights of BCPL.

9.3.2 NON PLACEMENT PENALTY WILL BE LEVIED AS FOLLOWS:

DELAY IN PLACEMENT	PENALTY in Rs. PER MT/DAY
First 24 Hours after plan intimation	nil
After expiry of 48 hours of plan intimation	100
After expiry of 72 hours of plan intimation	150
After expiry of 96 hours of plan intimation	200
After expiry of 120 hours of plan intimation	250
After expiry of 144 hours of plan intimation	300
After expiry of 168 hours of plan intimation	350
After expiry of 192 hours of plan intimation	400
After expiry of 216 hours of plan intimation	450

The above penalty shall also be applicable till the time the plan is cancelled due to non-placement/any other reason.

9.3.2.1 Any consequential losses arising due to non-placement of truck (s) within stipulated time shall be recovered from the Transporter.

9.3.3 Truck Placement Performance will be observed on day to day basis for each plan / indent.

9.3.4 In case the Transporter fails to provide the required number of Trucks as per plan within 24 Hours, the **Engineer-In-Charge** will have the right to hire Trucks from alternative sources / other BCPL authorized transporters at open market rates at the risk and cost of the defaulting Transporter (Open market rates will be obtained from the existing contracted transporters of BCPL). All additional / extra expenses incurred by BCPL on this account shall be recoverable from the defaulting Transporter. This will be over and above the Non Placement penalty as mentioned in Clause 9.3.2. The transporter shall be liable to reimburse BCPL for making other arrangements for effecting supplies without prejudice to all other rights of BCPL.



10.0 LOADING / UNLOADING / STACKING/ TRANSSHIPMENT:

10.1 The transporter shall not load any material other than BCPL's product issued from its plant / warehouse, as indicated in GR / LR note and Invoice.

10.2 Detention charges @ Rs. 600/ Truck/ day will be payable in case of trucks which have got entry within the plant premises, within the scheduled timing and are not loaded, i.e. detained inside the plant premises **overnight** for reasons attributable to BCPL except for the reason of truck worthiness as specified elsewhere in the tender document, shortage of loading labor etc.

In case of Truck which has been placed, within the scheduled time, against Plan but could not be loaded, due to certain reason (s) attributable to BCPL, and the truck has to be returned back empty on the same day, BCPL shall pay lumpsum returning charges @ Rs.1000/-per Truck. Necessary endorsement on the GR / LR to this effect should be obtained from the Marketing Department clearly specifying the reason for such empty return.

The above provisions shall be applicable only to those trucks, which are placed against daily plan.

10.3 However, no detention charges at destinations are payable. In case any detention takes place at the destination, the same may be immediately informed to the nearest Zonal office/ consignment stockiest. The names and contact details of destination party/ZO/concerned CS shall be taken by the transporter. Any incidental charges arising out of this detention may be settled between the transporter and the receiving warehouse of CS/ Customer/ BCPL stock point. It is suggested that the driver of the truck may keep the destination warehouse informed telephonically about its likely arrival date/time.

10.4 The transporter should ensure that the material is properly un-loaded & stacked in the receiving warehouse.

10.5 Trans-shipment and / or part delivery of consignment during transit is strictly prohibited (except for the consignments as indicated in clause 10.6). In case of any violation, BCPL shall impose a penalty of Rs. 100/- per MT in case of transshipment and Rs 100 per MT in case of part-delivery of consignment. These deductions shall be 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 / Trucks which meet with an accident, however, the transporter shall furnish a copy of F.I.R clearly indicating the accidental Truck 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 shall be recovered from the transporter.

10.6 Trans-shipment for the State of Pune, Wai (Dist. Satara), Sangli, Jalgaon, Aurangabad, Yanam & Vizag destinations shall be allowed. However, the Late Delivery (LD) charges applicable for these destinations shall be twice the normal LD charges. It shall be the responsibility of the transporter under such circumstances to ensure safe & timely delivery of material and any consequential losses / damages to the material arising out of it shall be borne by the transporter.

10.7 Transporter shall facilitate random physical checks of exiting trucks as desired by BCPL Security at its costs.



10.8 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 product at BCPL premises. Any loss of product 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. If however, any loading of product is undertaken in the trucks in the absence of such GR / LR signed by the authorized representative or in respect of any irregularity therein, the same will not absolve the transporter from liability in respect of transportation of such products.

10.9 The transporter will arrange to bring to use GR / LR's with pre-printed serial numbers only, which are exclusive for BCPL consignments. All other documents shall have to be furnished as per the BCPL's requirement – Goods Receipt (GR / LR) should be signed only by the authorized representative of the transporter.

The reverse of the GR / LR's shall be provided with the format of acknowledgement for receipt of the consignment by the consignee.

10.10 The transporter shall give only clean & unconditional GR / LR's and remarks like "said to contain" or "at owners risk" will neither be valid nor accepted. Even if GR / LR's containing such remarks are issued, the terms & conditions of BCPL will prevail.

10.11 The transporter 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 / transporter. Transporter will be responsible for providing adequate number of labourers at each warehouse/ location for loading/ unloading/ stacking. Any losses or damages caused by transporters labourers shall be recovered from transporter's bills. Transporter/ Transporter will have to arrange for Photo Entry Passes for labourers as per BCPL rules.

11.0 TRANSIT TIME & DELIVERY

11.1 **TRANSIT TIME:** The maximum acceptable delivery period (Transit Time) is given in **Annexure I of Section – 4 "Scope of Work"**. The consignment entrusted to the transporter must be delivered & stacked at destination warehouse/ installations assigned as per GR / LR Note / Invoice, 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 receipt / reporting as acknowledged by the consignee as given in **Annexure III, of Section – 4 "Scope of Work"**. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ **Rs 50/- PMT 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.

11.2 In case of multipoint delivery of goods in the same Truck the date of reporting at the first destination shall be considered for the purpose of calculating the Late Delivery Penalty. The deliveries to other points should be made within one day from delivery at the first point by the same truck.



11.3 Consignment with-held by the transporter in their/or any other Godown / warehouse in transit without written permission from BCPL will attract late delivery, trans-shipment penalty as applicable and shall attract recovery of loss/ damage caused by expiry of insurance cover/ claim and all these losses will have to be borne by the transporter / transporter. This is applicable in cases of multipoint deliveries also.

11.4 **ENDORSEMENT:** At the destination, the concerned officer of the Consignment Stockiest/ Customer must be contacted and endorsement on Driver's Copy of GR / LR should be obtained from the concerned warehouse incharge soon after un-loading/ stacking of the consignment, as per the format given in **Annexure III, of Section – 4 “Scope of Work”**.

11.5 **DOCUMENTATION:** Total quantity as mentioned in invoice 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 warehouse in-charge and the document to be submitted along-with the freight bills.

11.6 **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.

11.7 **OCTROI:** The Transporter will undertake the following on behalf of BCPL

11.7.1 Observance of formalities and payment towards applicable Octroi at respective check posts.

11.7.2 Obtain Octroi Exemption Certificate, if applicable.

11.7.3 The transporter will be fully responsible for making good the damages/ losses to the consignment or any other consequential losses to BCPL /

Consignment Stockiest / Customer due to any default with reference to above, as reported by Municipal authorities, and all such damages/ losses shall be borne by the transporter.

11.7.4 The reimbursement of the Octroi paid by the transporter will be arranged by the Branch Office/ Consignment Stockiest/ Customer on presentation of the Octroi receipt at the time of unloading of material at respective warehouse. BCPL will not be liable to make any payment on this account if the transporter does not collect the same at the time of unloading.

11.7.5 Any losses / consequences arising due to non-compliance of Octroi rules and regulations will be borne by the transporter.

In Case of Confiscation of BCPL material by statutory authorities enroute to destination warehouse Transporter or its crew (driver etc) shall not abandon BCPL material at such location. They shall immediately intimate nearest BCPL office/CS office and ensure release of material immediately.

11.8 **WEIGHTMENT:** The net weight of the consignment (excluding weight of plastic bags) as per the stamping on the bags and the invoice document related to consignment will be treated as final.

12.0 TRANSIT INSURANCE/ INSURANCE OF VEHICLE AND CARGO FOR DISPATCH

12.1 BCPL will arrange for an appropriate insurance policy for covering the losses of the goods in transit in **excess of Rs 5,000/- PER CONSIGNMENT** (The transporter shall



reimburse BCPL the Insurance premium paid to Insurance Company at actuals which shall be recovered from the transporter).

12.2 It will be the responsibility of the transporter to ensure a comprehensive insurance policies from an established Insurance Company for each vehicle and is in force at all times to cover all risks of every nature including damages made to properties, inter alia, belonging to BCPL, its consignors and consignees. BCPL shall have every right to instruct the transporter regarding nature and kinds of insurance policies to be taken out from time to time.

12.3 Whenever, any truck is reported missing or having met with an accident and resulting in the deterioration in the quality of the material, or loss of any other nature during transit, the transporter will co-ordinate with the Customer (for Direct Sales)/ Branch Office / CS (for Stock Transfer & others) and ensure filing of the necessary insurance claim and complete the required formalities under intimation to BCPL-Marketing Dept., Lepetkata and nearest Branch Office, within 7 (seven) days from the date of mishap / accident as the case may be. The full value of the damaged material / loss caused, as the case may be, of such material will be withheld from transporter's pending bills payment, till insurance claim is settled by the insurance company. Any difference between the value of material dispatched and the claim settled by insurance company shall be recovered from the transporter. All necessary paper work and follow-up activity with the insurance company in this regards will be undertaken by the transporter.

12.4 The material losses in transit are categorized, into the following four categories and responsibility of the transporter in respect of losses under each of the category vis-à-vis BCPL's Insurance Policy is clarified below:

12.4.1 CONTAMINATION: In case of rejection of material by the customer on account of suspected contamination in transit, BCPL would recover the entire cost of the material from the transporter. In the event of this happening twice during a year of the contract, BCPL has the option of suspending and blacklisting the truck/ transporter. No transportation charges will be paid for the futile trip during which the product got contaminated and subsequent trip for transportation of the adulterated product to a location nominated by BCPL. In case the material is not rejected by the customer, then the transporter will initiate action as per **Annexure – IV of Section – 4 “Scope of Work”**. It would be in the interest of the transporter to familiarize himself with all the procedure etc of the insurance company and BCPL prior to commencement of this agreement.

12.4.2 NON DELIVERY / SHORT DELIVERY OF BAGS:

In case of non- delivery of the material due to any reason, BCPL shall recover 1.5 times the invoice value of the non -delivered bags. Value of bags will be computed on the basis of total invoice value (price+ duties, taxes and freight etc.) where transporter does not file any FIR. If the FIR is filed than BCPL shall first recover full amount from the transporter and later as per Insurance settlement.

12.4.3 LOSS OF GOODS IN FULL/ PART DUE TO AN ACCIDENT/ THEFT / HIJACKING / MISSING ETC. IN TRANSIT: For loss of goods in transit due to Accident/ Theft etc. the transporter will initiate action as per **Annexure – IV of Section – 4 “Scope of Work”** and it is in the interest of the transporter to familiarize himself with all procedures etc of Insurance company & BCPL prior to the commencement of this agreement. Transporter will be responsible for providing road-worthy truck to salvage the product from the accidental truck / site at its own cost. It will be the responsibility of the transporter to



prove that the loss is due to an accident / theft / hijack/ missing truck, 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.

The ENTIRE value of loss of goods (Invoice Value including of all duties, taxes and freight) will be recovered initially from the transporter Pending bills payment or BG. However, on settlement of the insurance claim, the recovered amount other than standard penalty will be reimbursed to the transporter. Any difference between the value of the claim and the claim settled by insurance company will be recovered from the transporter.

The transporter shall send the intimation of the accident and loss in transit by fax/ email to the Engineer-In-charge at BCPL's Marketing Department at Lepetkata and a copy to the destination office. BCPL Marketing Department should be intimated immediately but not later than seven days from the date of accident. If such intimation is not received within above period, or within 7 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of full 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 BCPL, which shall be binding, on the transporter. However BCPL shall levy a standard penalty of Rs.100, 000/-for all such cases reported as mentioned above. That standard penalty shall be non-refundable.

12.4.4 CUT & TORN BAGS AND GROUND SWEEP IN TRANSIT Penal deduction @ Rs. 50 per bag will be made for any Cut & Torn bags during transit. Penal deduction @ Rs.25 per Kg will be made for any Ground Sweep material generated due to cut & torn bags during transit.

12.5 Transporter should take sufficient care to avoid the transit losses as detailed in clause 12.4. It would be in the interest of the transporter to familiarize himself with the underlying procedure in such cases w.r.t BCPL's transit insurance policy.

12.6 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 of the transporter and in the event of shortfall therein, the transporter shall immediately upon demand raised by BCPL, pay the same to BCPL without demur or objection.

12.7 Transporter will be required to take all reasonable care to ensure that the products are transported through the trucks for which the transporter has right of ownership for use. However, if any truck is reported missing and remains non-delivered within **7 days from the permissible transit time**, the full value of the consignment will be immediately recovered from the transporter, notwithstanding the fact that the material in truck is/ was insured by the company. In addition, the company will withhold a payment of **Rs.50, 000/-** per truck (refundable), from the transporters pending bills, which shall be adjusted against any other



financial implication / expenses which BCPL may have to incur in connection with the missing consignment. If BCPL is convinced that the nondelivery is due to malafide act of the concerned transporter or its representative, BCPL reserves the right to recover invoice value of such consignment at a penalrate of 1.5 times the value of the concerned consignment from the transporter.

The identified missing/ non-delivered consignment/ trucks, should be reported to BCPL (Marketing Department, BCPL, Lepetkata) immediately and not later than 7 days' time over prescribed transit time period, failing which the penalty of **Rs 5,000/-** (non-refundable) will also be levied, for late information.

12.8 The transporter will make good to BCPL any loss arising from the confiscation of the material by government or local authority of any quantity of the said products given to the transporter for transportation.

12.9 **DAMAGES** Losses on account of damage/ pilferage/ tampering of the bags and shortage in material due to above reasons shall be recovered from the transporter's bills.

13.0 LOSS OF ORIGINAL DOCUMENTS / ROAD PERMIT

13.1 INVOICE:

In case of loss or manipulation or mutilation or tampering of Original Invoice copy, the entire Excise duty amount of the value of material as reflected in invoice will be retained from the transporter's bills along with penalty deduction **@ Rs 2000/- per document**. This Excise duty amount shall be reimbursed to transporter only after receiving confirmation, w.r.t. Modvat Claim settlement from the respective Customer/ CS. The penal amount i.e. **Rs 2000/-** shall, however, not be refunded.

13.2 GOODS RECEIPT / LORRY RECEIPT (GR / LR):

The Transporter will submit the GR / LR's at the time of placement of trucks as per the following:

- a. The first copy will be Drivers Copy (which will be re-submitted along with the receipt details at the back).
- b. All the GR / LR's should have pre-printed serial numbers exclusive for BCPL consignments. Hand written GR / LR numbers will not be acceptable. Loss of the Driver Copy of GR / LR, first copy, (on which the receiving warehouse will give the receipt endorsement) will attract a deduction **@ Rs 500/- per GR / LR**.

13.3 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.

13.4 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.

14.0 SUBMISSION OF BILLS & PAYMENT:

14.1 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 as per **Annexure-III of Section – 4**



“Scope of Work”, for confirmation of receipt of the consignment by consignee i.e. Customer/ CS/ BCPL warehouse incharge.

14.2 The transporter should obtain the “Receipt Details” from the CS/ Customer/ Warehouse In-charge only on the **“Driver Copy”** of the GR / LR.

14.3 A photocopy of the “Receipts Details” from the CS / Customer shall be submitted to the concerned Branch / Zonal office.

14.4 The transporter must submit the freight bills, with endorsed GR / LR duly acknowledged by the receiving warehouse/ customer confirming the receipt of goods in the format given. The transporter should also ensure that all bills are submitted on priority.

14.5 In case of any manipulation/ tampering of the documents like – cutting, deliberate change in the 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 blacklisting of the transporter from future business 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.

14.6 In case the material is delivered in wet condition, penal deduction **@ Rs 1500/- Per MT** will be levied. In addition, BCPL will withhold an amount proportionate to the wet material quantity from the bills of the transporter as certified by the surveyor, till such time the issue is settled by the insurance company. After settlement of the wet material claim, the withheld amount shall be released to the transporter.

14.7 The payment towards transportation will be released only after the verification of all relevant documents, through electronic mode, within 30 days from the date of receipt of complete bills with all necessary documents which are clear and correct.

14.8 The transit insurance charges applicable from time to time shall be recovered from the transporters.

14.9 Transporters shall take all necessary steps / actions to equip themselves to undertake all financial transactions thru E-banking or as desired by BCPL.

15.0 OTHERS:

15.1 The Transporter will have their office at Lepetkata for truck movement coordination and their representative(s)/offices at destination to ensure speedy clearance of goods at all major places. The Transporter must inform BCPL in writing the name and addresses of such representatives/offices. Any delay on account of late clearance/ Non-clearance will be subject to penalty clauses. In case of Sales Return due to transit related deficiencies, the defaulting transporter shall have to bear all consequential losses & risks.

15.2 Establishment of local office with necessary infrastructure facilities like P&T / mobile phone, fax and e-mail shall be undertaken and implemented within 30 days from award of the contract.

15.3 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.

15.4 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.



15.5 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.

15.6 It shall be the responsibility of the transporter to ensure that the trucks 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.

15.7 In case it is found that the transporter has indulged in delivering the material at a place other than the defined destinations, a penalty of Rs.50, 000.00 shall be levied on the Transporter. Indulging in such activity in spite of previous warnings shall lead to Blacklisting of the Transporter/ termination of the contract. Black listing will debar transporters from engaging in business with BCPL for the next three (03) years.

15.8 It shall be the responsibility of the transporters to ensure adequate man-power is provided collectively to facilitate Truck entry / exit & Timely Bill submission and processing.

15.9 All trucks should have adequate number of tarpaulins, to cover the complete consignment in such a way so as to ensure safety of the material enroute till final destination.

15.10 It shall be the responsibility of the transporter to make adequate arrangement towards tracking of consignment en-route final destination.

16.0 OTHER STATUTORY CLAUSES:

16.1 The Transporter/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the transporter regularly and without any delay.

16.2 In case of any accident resulting in injury or death in respect of the personnel deployed by the transporter during the execution of the work, the transporter shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Transporter shall indemnify BCPL from such liabilities.

16.3 The transporter/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The transporter/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.

16.4 No worker of transporter/contracting firm and transporter himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the transporter/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

16.5 The transporter/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent



Authority / Statutory Authorities against any act or acts of the transporter/contracting firm or his workers.

16.6 The transporter/contracting firm 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 without any delay.

16.7 The persons to be deployed should be on rolls of the transporter/contracting firm.

16.8 The transporter/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the transporter or his authorized representative. The transporter/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.

16.9 The supervision of the personnel shall be done by the transporter/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the engineer-in-charge at the commencement of the contract.

16.10 The transporter shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

16.11 The transporter/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner, Dibrugarh if he engages 20 or more workmen/labours.

16.12 The transporter/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Dibrugarh from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer-In-charge shall ensure that the transporter/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.

16.13 The transporter/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The transporter must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer- In-charge.

16.14 The transporter/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

16.15 The transporter/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.

16.16 The transporter/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour



legislations as in existence (at present in India) and as amended from time to time and also point no. 16.13.

16.17 The transporter shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed /maintained by the transporter himself regularly.

16.18 No accommodation will be provided to the transporter/contracting firm as per guidelines of BCPL Corporate Office, New Delhi.



CHECKLIST

Documents to be attached with RA Bill

Sl No. Document Periodicity Availability Status

- A Copy of labour license (applicable, if transporter is With first bill engaging more than 20 workers)
- B Copy of comprehensive insurance cover (CAR With first bill policy/Workmen's Compensation Policy, whichever is applicable)
- C Copy of Contract Agreement With first bill
- D Gate Pass Details Every month
- E Copies of Forms under Contract Labour (R&A) Act, 1970
 - E.1 Register of persons in Form XIII Every month
 - E.2 Muster Roll in Form XVI Every month
 - E.3 Register of Wages in Form XVII Every month
- F Copies of Forms under Factories Act, 1948
 - F.1 Form 11 Every month
 - F.2 Form 12 Every month
 - F.3 Form 13 Every month
 - F.4 Form 14 Every month
 - F.5 Form 15 Every month
 - F.6 Form 16 Every month
- G Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952
 - G.1 PF Challan Every month
 - G.2 Form 12A Every month
 - G.3 Form 2 (for new joinees) Every month
 - G.4 Form 11(revised) - for new joinees Every month
 - G.5 Form 3A Every month
 - G.6 Form 5 Every month
 - G.7 Form 10 Every month
 - G.8 Form 5A With first bill
 - G.9 Form 9 With first bill
 - G.10 Form 6A At the end of financial year



Estimated Qty, Transit time and Distance
Annexure-I

Zone	State	Destination	Total Polymer Consumption	Distance from Lepetkata	Maximum Transit Time in Days
NE1	ASSAM	DIBRUGARH	106.25	15	1
NE1	ASSAM	GUWAHATI	4525	450	2
NE1	ASSAM	Chaygaon	125	500	2
NE1	ASSAM	SILCHAR	81.25	684	3
NE1	ASSAM	SIVSAGAR	106.25	63	1
NE1	ASSAM	Tinsukia	106.25	45	1
NE1	Assam	Jorhat	50	150	1
NE1	Assam	Demow	0	50	1
NE1	Assam	Golaghat	0	250	1
NE1	Assam	Bokakaht	0	200	1
NE1	Assam	Nagaon	0	350	1
NE1	Assam	Rangiya	50	573	2
NE1	Assam	Badarpur	0	580	3
NE1	Assam	hailakandi	0	289	3
NE1	Assam	Karimganj	0	532	3
NE1	Assam	Tezpur	0	480	1
NE1	Assam	Barpeta Road	0	572	2
NE1	Assam	Nalbari	0	552	2
NE1	Assam	Bongaigaon	0	600	3
NE1	Assam	Goalpara	0	713	3
NE1	Assam	Sreerampore	0	662	3
NE1	Assam	Bakshighat	0	662	3
NE1	Assam	Kokrajarh	0	632	3
NE1	Meghalaya	Burnihat	2075	420	2
NE1	Nagaland	Dimapur	106.25	496	1
EAST	BIHAR	GAYA	65	1330	6
EAST	BIHAR	KAIMUR	65	1299	6
EAST	BIHAR	PATNA	650	1495	5
EAST	CHATTISGARH	Bilaspur	0	2093	8
EAST	CHATTISGARH	DURG	0	2053	9
EAST	CHATTISGARH	Raigarh	0	1918	8
EAST	CHATTISGARH	RAIPUR	0	1839	9
EAST	CHATTISGARH	Rajnandgaon	0	2148	9
EAST	JHARKHAND	Jamshedpur	195	1482	6
EAST	JHARKHAND	RANCHI	195	1476	6
NE2	MANIPUR	Imphal	195	468	5



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

NE2	MEGHALAYA	Shillong	81.25	496	4
NE2	NAGALAND	Kohima	0	261	4
EAST	ORISSA	Balasore	325	1802	7
EAST	ORISSA	Bhubaneswar	162.5	1780	7
EAST	ORISSA	CUTTACK	975	1621	7
EAST	ORISSA	Rourkela	78	1654	7
NE2	SIKKIM	Gangtok	81.25	947	5
NE2	TRIPURA	Agartala	195	966	5
EAST	WEST BENGAL	BARJORA	78	1334	6
EAST	WEST BENGAL	Calcutta	18352	1325	6
EAST	WEST BENGAL	Durgapur	1530	1497	6
EAST	WEST BENGAL	HALDIA	195	1453	6
EAST	WEST BENGAL	Siligudi	390	835	4
EAST	WEST BENGAL	Bangla Banda	0	851	4
NORTH	CHANDIGARH	CHANDIGARH	390	2425	12
NORTH	HARYANA	Ambala	58.5	2501	10
NORTH	HARYANA	Bahadurgarh	0	2351	10
NORTH	HARYANA	Bawal	0	2374	10
NORTH	HARYANA	Bhiwani	58.5	2550	10
NORTH	HARYANA	Dharuhera	0	2247	10
NORTH	HARYANA	FARIDABAD	0	2406	10
NORTH	HARYANA	GURGAON	0	2555	10
NORTH	HARYANA	Hissar	0	2233	10
NORTH	HARYANA	Jagadhari	58.5	2398	10
NORTH	HARYANA	Kaithal	58.5	2219	10
NORTH	HARYANA	Karnal	58.5	2216	10
NORTH	HARYANA	KUNDLI	416	2187	9
NORTH	HARYANA	Kurukshetra	58.5	2323	10
NORTH	HARYANA	Narwana	58.5	2337	10
NORTH	HARYANA	Panipat	117	2306	10
NORTH	HARYANA	Rewari	58.5	2264	10
NORTH	HARYANA	Rohtak	0	2243	10
NORTH	HARYANA	Sampla	0	2222	10
NORTH	HARYANA	Sirsa	0	2319	10
NORTH	HARYANA	Sonepat	58.5	2264	10
NORTH	HARYANA	Yamunanagar	58.5	2243	10
NORTH	HP	Baddi	390	2403	13
NORTH	HP	Damtal	0	2388	13
NORTH	HP	Kala Amb	58.5	2501	13
NORTH	HP	Paonta Sahib	0	2430	13
NORTH	HP	PARWANU	58.5	2611	13
NORTH	HP	SANSARPUR TERRACE	0	2300	13

e-TENDER NO: BCPL/C&P/LE17W021SD/00403 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 06 MONTHS".



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NORTH	HP	SOLAN	0	2612	13
NORTH	J&K	JAMMU	178.75	2711	15
NORTH	J&K	KATHUA	0		15
NORTH	J&K	SRINAGAR	0	2954	15
NORTH	PUNJAB	AMRITSAR	0	2584	11
NORTH	PUNJAB	Bhatinda	0	2497	10
NORTH	PUNJAB	Fazilka	0	2443	10
NORTH	PUNJAB	Firozpur	0	2351	10
NORTH	PUNJAB	JALANDHAR	58.5	2340	10
NORTH	PUNJAB	LUDHIANA	1640	2513	11
NORTH	PUNJAB	RAJPURA	1640	2603	11
NORTH	RAJASTHAN	ABU ROAD	9.75	2872	12
NORTH	RAJASTHAN	AJMER	32.5	2553	11
NORTH	RAJASTHAN	ALWAR	87.75	2346	10
NORTH	RAJASTHAN	Barmer	6.5	2953	12
NORTH	RAJASTHAN	BEAWAR	9.75	2606	11
NORTH	RAJASTHAN	BEHROR	32.5	2406	10
NORTH	RAJASTHAN	BHARATPUR	16.25	2237	9
NORTH	RAJASTHAN	Bhilwara	16.25	2923	12
NORTH	RAJASTHAN	BHINMAL	6.5	2374	10
NORTH	RAJASTHAN	BHIWADI	81.25	2755	11
NORTH	RAJASTHAN	BIKANER	9.75	2617	11
NORTH	RAJASTHAN	Bundhi	48.75	2383	10
NORTH	RAJASTHAN	Chittoregarh	9.75	2709	11
NORTH	RAJASTHAN	JAIPUR	715	2452	10
NORTH	RAJASTHAN	JODHPUR	425.75	2716	11
NORTH	RAJASTHAN	KOTA	19.5	2627	11
NORTH	RAJASTHAN	Nagaur	6.5	2502	10
NORTH	RAJASTHAN	Nokha	16.25	2733	11
NORTH	RAJASTHAN	PALI	13	2503	10
NORTH	RAJASTHAN	RATHANGARH	9.75	2387	10
NORTH	RAJASTHAN	SIKAR	19.5	2569	11
NORTH	RAJASTHAN	Sirohi	9.75	2620	11
NORTH	RAJASTHAN	Sriganganagar	6.5	2753	11
NORTH	RAJASTHAN	UDAIPUR	16.25	2599	11
NORTH	DELHI	DELHI	10000		10
NORTH	UTTAR PRADESH	AGRA	65	2080	9
NORTH	UTTAR PRADESH	Fatehpur	0	2157	9
NORTH	UTTAR PRADESH	KANPUR	13000	1435	6
NORTH	UTTAR PRADESH	LUCKNOW	0	2215	9
NORTH	UTTAR PRADESH	RaeBareilly	97.5	1642	7
NORTH	UTTAR PRADESH	Rania	0	2239	9
NORTH	UTTAR PRADESH	ALIGARH	0	2242	9

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NORTH	UTTAR PRADESH	Allahabad	0	1592	7
NORTH	UTTAR PRADESH	BAREILLY	97.5	2185	9
NORTH	UTTAR PRADESH	Bhadohi	0	1874	8
NORTH	UTTAR PRADESH	GAZIABAD/Noida	178.75	1909	8
NORTH	UTTAR PRADESH	Ghazipur	97.5	1659	7
NORTH	UTTAR PRADESH	GORAKHPUR	0	1928	8
NORTH	UTTAR PRADESH	HATHRAS	0	1588	7
NORTH	UTTAR PRADESH	JAGDISHPUR	97.5	1789	7
NORTH	UTTAR PRADESH	MATHURA	0	1471	6
NORTH	UTTAR PRADESH	Meerut	0	2160	9
NORTH	UTTAR PRADESH	Modinagar	162.5	2214	9
NORTH	UTTAR PRADESH	Moradabad	0	2042	8
NORTH	UTTAR PRADESH	Muzaffarnagar	0	2217	9
NORTH	UTTAR PRADESH	SAHARANPUR	162.5	1696	7
NORTH	UTTAR PRADESH	VARANASI	125	1833	8
NORTH	UTTRAKHAND	DEHRADUN	0	2534	9
NORTH	UTTRAKHAND	HALDAWANI	97.5	2318	9
NORTH	UTTRAKHAND	HARIDWAR	0	2416	8
NORTH	UTTRAKHAND	KASHIPUR	0	2068	8
NORTH	UTTRAKHAND	Roorkee	0	2115	8
NORTH	UTTRAKHAND	RUDERPUR	0	2193	8
NORTH	UTTRAKHAND	SITARGANJ	0	2460	9
WEST	GOA	GOA	0	3643	15
SOUTH	KARNATAKA	BANGALORE	10000	3315	14
SOUTH	KARNATAKA	Belgaum	0	3225	13
SOUTH	KARNATAKA	Bellary	0	3593	13
SOUTH	KARNATAKA	Bidar	0	3402	12
SOUTH	KARNATAKA	HUBLI	156	3253	13
SOUTH	KARNATAKA	KOLAR	0	3264	12
SOUTH	KARNATAKA	MANGLORE	234	2847	15
SOUTH	KARNATAKA	Mysore	890	3187	14
SOUTH	KARNATAKA	SHIMOGA	0	3501	14
SOUTH	KARNATAKA	Tumkur	156	3482	14
SOUTH	KERALA	Alappuzha	0	3735	16
SOUTH	KERALA	CALICUT	156	3866	15
SOUTH	KERALA	COCHIN	234	3618	16
SOUTH	KERALA	Idukki	0	3689	15
SOUTH	KERALA	Kanhangad	0	3520	16
SOUTH	KERALA	Kannur	0	3580	16
SOUTH	KERALA	KASORGOD	0	3784	15
SOUTH	KERALA	kollam	0	3627	15
SOUTH	KERALA	KOTTAYAM	0	3814	15
SOUTH	KERALA	PALGHAT	0	3791	14

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SOUTH	KERALA	Pathanamthitta	0	3748	15
SOUTH	KERALA	THRISSUR	2560	3520	16
SOUTH	KERALA	Trivandrum	0	3744	16
SOUTH	ANDHRA PRADESH	Anantapur	79.3	3808	13
SOUTH	ANDHRA PRADESH	CHITTOOR	79.3	2615	12
SOUTH	ANDHRA PRADESH	Cuddapah	39.65	2834	12
SOUTH	ANDHRA PRADESH	Eluru	39.65	23880	11
SOUTH	ANDHRA PRADESH	GUNTUR	297.05	3067	11
SOUTH	ANDHRA PRADESH	KAKINADA	118.95	2856	10
SOUTH	ANDHRA PRADESH	KURNOOL	0	2727	13
SOUTH	ANDHRA PRADESH	Machlipatnam	39.65	2683	11
SOUTH	ANDHRA PRADESH	Nandyal	866.775	2992	12
SOUTH	ANDHRA PRADESH	Narsaraopet	39.65	2579	11
SOUTH	ANDHRA PRADESH	NELLORE	39.65	2244	11
SOUTH	ANDHRA PRADESH	ONGOLE	39.65	2411	11
SOUTH	ANDHRA PRADESH	PIDUGURALLA	39.65	3234	11
SOUTH	ANDHRA PRADESH	Rajmundhry	118.95	2978	10
SOUTH	ANDHRA PRADESH	Srikakulam	0	2536	9
SOUTH	ANDHRA PRADESH	TIRUPATHI	297.05	2641	12
SOUTH	ANDHRA PRADESH	VIJAYWADA	371.8	2596	11
SOUTH	ANDHRA PRADESH	VIZAG	123.825	2976	9
SOUTH	PONDICHERRY	PONDICHERRY	1950	3186	13
SOUTH	PONDICHERRY	YANAM	0	3326	14
SOUTH	TAMIL NADU	CHENNAI	10500	3036	12
SOUTH	TAMIL NADU	COIMBATORE	2310	3473	14
SOUTH	TAMIL NADU	ERODE	0	3361	14
SOUTH	TAMIL NADU	Hosur	0	3234	13
SOUTH	TAMIL NADU	Karaikal	0	3482	14
SOUTH	TAMIL NADU	Karur	390	3573	14
SOUTH	TAMIL NADU	MADURAI	0	3312	14
SOUTH	TAMIL NADU	Namakkal	0	3431	14
SOUTH	TAMIL NADU	RAJPALYAM	0	3187	13
SOUTH	TAMIL NADU	Ranipet	0	3425	13
SOUTH	TAMIL NADU	SALEM	1170	3419	14
SOUTH	TAMIL NADU	Sivakasi	0	3208	13
SOUTH	TAMIL NADU	TIRUPUR	0	3091	14
SOUTH	TAMIL NADU	Trichy	0	3570	14
SOUTH	TAMIL NADU	Tuticorin	0	3361	15
SOUTH	TAMIL NADU	VILLUPURAM	0	3636	13
SOUTH	TELANGANA	HYDERABAD	4500	2885	12
SOUTH	TELANGANA	Khammam	0	2662	11
SOUTH	TELANGANA	Mahboobnagar	0	2980	12
SOUTH	TELANGANA	Medak	0	3127	11

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SOUTH	TELANGANA	Nalgonda	0	2805	11
SOUTH	TELANGANA	Suryapet	742.95	2751	11
SOUTH	TELANGANA	Warangal	250	2770	11
NORTH	MADHYA PRADESH	BHIND	65	1990	8
NORTH	MADHYA PRADESH	BHOPAL	97.5	2553	11
NORTH	MADHYA PRADESH	BURHANPUR	39	2127	9
NORTH	MADHYA PRADESH	CHINDWARA	0	2221	9
NORTH	MADHYA PRADESH	DEWAS	32.5	1904	8
NORTH	MADHYA PRADESH	DHAR	162.5	2449	10
NORTH	MADHYA PRADESH	GADARWARA	0	2536	11
NORTH	MADHYA PRADESH	Guna	0	2549	11
NORTH	MADHYA PRADESH	GWALIOR	375	1847	8
NORTH	MADHYA PRADESH	INDORE	650	2404	10
NORTH	MADHYA PRADESH	JABALPUR	97.5	2132	9
NORTH	MADHYA PRADESH	Katni	48.75	2468	10
NORTH	MADHYA PRADESH	Khandwa	32.5	2271	10
NORTH	MADHYA PRADESH	Khargone	32.5	2553	10
NORTH	MADHYA PRADESH	Mandsaur	0	2220	9
NORTH	MADHYA PRADESH	RATLAM	325	2171	9
NORTH	MADHYA PRADESH	REWA	0	2546	11
NORTH	MADHYA PRADESH	Satna	0	1978	8
NORTH	MADHYA PRADESH	SHAJAPUR	0	2701	11
NORTH	MADHYA PRADESH	Shivpuri	0	1790	8
NORTH	MADHYA PRADESH	Ujjain	32.5	2584	11
WEST	DAMAN	DAMAN	812.5	3160	15
WEST	SILVASSA/DADAR& NAGAR HAVELI	SILVAASA	650	3136	15
WEST	GUJARAT	AHMEDABAD	650	2954	12
WEST	GUJARAT	Ankleshwar	0	2963	12
WEST	GUJARAT	Annand	0	3005	12
WEST	GUJARAT	BHARUCH	0	3233	12
WEST	GUJARAT	BHAVNAGAR	325	2848	14
WEST	GUJARAT	Dhoraji	0	3292	13
WEST	GUJARAT	Diu	0	3303	13
WEST	GUJARAT	GANDHIDHAM	0	2994	13
WEST	GUJARAT	Godhra	0	2976	11
WEST	GUJARAT	HALOL	325	3017	12
WEST	GUJARAT	Halvad	0	3248	13
WEST	GUJARAT	Himmatnagar	0	2976	12
WEST	GUJARAT	Jam Khambhaliya	0	3181	13
WEST	GUJARAT	JAMNAGAR	0	2937	14
WEST	GUJARAT	Jetpur	0	3322	13
WEST	GUJARAT	JUNAGADH	0	3202	14

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WEST	GUJARAT	KADI	0	3009	12
WEST	GUJARAT	KALOL	325	2992	12
WEST	GUJARAT	KHEDA	0	3115	12
WEST	GUJARAT	MAHUVA	0	3012	13
WEST	GUJARAT	MEHSANA	325	3083	12
WEST	GUJARAT	MORBI	0	2880	13
WEST	GUJARAT	Mundra	0	2917	13
WEST	GUJARAT	Padra	0	2903	12
WEST	GUJARAT	Palanpur	0	3189	12
WEST	GUJARAT	PALEJ	0	2753	12
WEST	GUJARAT	PORBANDAR	0	3041	14
WEST	GUJARAT	RAJKOT	650	2807	13
WEST	GUJARAT	SANAND	0	3173	13
WEST	GUJARAT	SANTEJ	0	3183	12
WEST	GUJARAT	Savli	0	2846	12
WEST	GUJARAT	Surat	0	2825	12
WEST	GUJARAT	SURENDRANAGAR	0	2812	13
WEST	GUJARAT	UMBERGAON	0	2977	13
WEST	GUJARAT	VADODARA	650	2958	13
WEST	GUJARAT	Valsad	0	2986	12
WEST	GUJARAT	Vapi	0	3288	12
WEST	GUJARAT	Verawal	0	2950	14
WEST	GUJARAT	Viramgam	0	2860	12
WEST	GUJARAT	Visnagar	0	2513	12
WEST	GUJARAT	WAGHODIA	0	2838	12
WEST	MAHARASHTRA	Ahmednagar	0	2900	12
WEST	MAHARASHTRA	Akola	32.5	2885	11
WEST	MAHARASHTRA	AMRAWATI	97.5	3026	10
WEST	MAHARASHTRA	Asangaon	65	3064	12
WEST	MAHARASHTRA	AURANGABAD	260	2753	12
WEST	MAHARASHTRA	BARSI	32.5	2767	12
WEST	MAHARASHTRA	BEED	65	2741	12
WEST	MAHARASHTRA	BHIWANDI	650	2208	13
WEST	MAHARASHTRA	BORIVALLI	65	2651	13
WEST	MAHARASHTRA	DEGLOOR	0	3153	11
WEST	MAHARASHTRA	DHULE	65	2337	11
WEST	MAHARASHTRA	Gadchiroli	0	2671	10
WEST	MAHARASHTRA	GONDIA	97.5	2897	9
WEST	MAHARASHTRA	Hinganghat	0	3048	10
WEST	MAHARASHTRA	JALGAON	260	3117	11
WEST	MAHARASHTRA	Jalna	227.5	3117	11
WEST	MAHARASHTRA	Khamgaon	0	3074	11
WEST	MAHARASHTRA	Khopoli	81.25	3040	13

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WEST	MAHARASHTRA	Kolhapur	65	3124	13
WEST	MAHARASHTRA	Kudal	0	2411	14
WEST	MAHARASHTRA	Lasalgaon	0	2957	11
WEST	MAHARASHTRA	Latur	48.75	2611	12
WEST	MAHARASHTRA	Lonawala	0	3002	13
WEST	MAHARASHTRA	Lote	0	2326	13
WEST	MAHARASHTRA	MUMBAI	487.5	2432	13
WEST	MAHARASHTRA	NAGPUR	292.5	2779	10
WEST	MAHARASHTRA	NANDED	285	2662	11
WEST	MAHARASHTRA	NASIK	195	3124	12
WEST	MAHARASHTRA	PUNE	97.5	3183	13
WEST	MAHARASHTRA	Raigad	0	3321	13
WEST	MAHARASHTRA	Ratnagari	0	2753	14
WEST	MAHARASHTRA	ROHA	0	2820	13
WEST	MAHARASHTRA	SANGLI	32.5	3108	13
WEST	MAHARASHTRA	SATARA	32.5	3272	13
WEST	MAHARASHTRA	Solapur	0	3146	12
WEST	MAHARASHTRA	Taloja	0	3302	13
WEST	MAHARASHTRA	TARAPUR	65	3152	13
WEST	MAHARASHTRA	THANE	97.5	2942	13
WEST	MAHARASHTRA	WAI	97.5	3070	13
WEST	MAHARASHTRA	Wani	0	2487	13
WEST	MAHARASHTRA	WARDHA	162.5	2502	10
WEST	MAHARASHTRA	Yawatmal	32.5	2502	10

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- New destinations/locations shall be added/deleted as and when the need arises and shall be binding on the transporter/Transporters.
- Estimated quantities are based on approximation and are subjected to change depending upon market demands. 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 transporters. The likely destination-wise quantity is mentioned only for the purpose of facilitating evaluation and comparison for bid.



SECTION-VII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VIII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BCPL.



- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 - 1986 [Part-II]	Leather Safety Boots & Shoes
557 - 1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Molding Sole
983 - 1978	Eye Protectors
167 - 1979	Ear Protectors
521 - 1983	Industrial Safety Belts & Harnesses



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SECTION-VIII

SCHEDULE OF RATES [SOR] (TO BE SUBMITTED IN e-MODE IN NIC CPP PORTAL)

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 65 to 73 under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 0373-2914582

Mobile : 8811017320

Email : etender@bcplindia.co.in

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Mobile : 8826246593

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