



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140125/AJD

Date: 03.04.2015

To,

BID DOCUMENT FOR HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT.

OPEN DOMESTIC COMPETITIVE BIDDING

Contact Person:

Sh. B J BARMAN/Sh A J DUTTA

SO(C&P)/DM(C&P)

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NOTICE INVITING TENDER (NIT)

(Tender no.) BCPL/DIB/C&P/SER/20140125/AJD

Sealed Bid under two stage system is invited for the following works for **BRAHMAPUTRA CRACKER & POLYMER LIMITED, AT LEPETKATA, DIBRUGARH, ASSAM.**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for hiring of services for transportation of Butene-1 from GAIL , Pata Plant to BCPL, Lepetkata Plant as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20140125/AJD
1.2.3	Bid documents available on Website & BCPL office	From 10.00hrs on 03/04/2015 on www.bcplonline.co.in and www.gailtenders.in & CPP portal Corrigendum(s)/Amendment(s) and record notes of pre-bid , if any, shall be available on the referred websites only and the bidders shall be responsible to check websites regularly.
1.2.3	BIDDING DOCUMENT ON SALE	From 03.04.2015 to 23.04.2015 (up-to 17-00Hrs)
1.2.4	Pre-Bid Meeting	10.04.2015 on 14.00 hrs (IST). Bidders are requested to attend the pre-bid meeting and scope of work can be addressed during meeting.
1.2.5	Last date and time for Submission of bid	24.04.2015 up to 14-30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	24.04.2015 on 15-00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day.
1.2.7	Place of submission of bid	CONTRACT AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid	Rs 10,00,000/- (Ten Lakhs Only).

	Security (Refundable)	
	Tender Fees (non-refundable)	Rs 3000.00 only (Rupees Three Thousand only) . The tender fee is payable in the form of DD/BC in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh.
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of awarded contract value to be deposited in the form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance BG .There is no exemption of Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.
1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	BHASKAR BARMAN ARUNJYOTI DUTTA E-mail: bhaskar.barman@bcplindia.co.in / ajdutta@bcplindia.co.in Ph. No. +91-373-2914609/636

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

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

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

- i) EMD/Bid security.
- ii) Power of Attorney.

UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

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

- i) Tender Fee/bid document fee: (Non-refundable)

Bidders are required to submit the DD (tender fee, if applicable) along with EMD in Physical form. The bidder who has already submitted tender fee or accompanied with DD during pre- bid meeting will only be allowed to attend pre-bid meeting. The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders willing to submit their bid on the basis of downloaded document shall pay cost of

bidding document by crossed demand draft in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. Bids are also available for sale at C&P department, Admin. Building BCPL, Lepetkata as per the date mentioned above. In the event of the tender being cancelled, the tender fee will be refunded to the concerned bidders

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (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.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), shall be considered as quoted price for the purpose of evaluation as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.

Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

3.0 BIDDER'S ELIGIBILITY CRITERIA:

3.1 Technical BEC:

1) Bidder must have executed at least one(01) single contract valuing not less than Rs 2,50,00,000/- (Rupees Two Crore Fifty Lacs Only) for "Transportation of Bulk flammable hazardous Petroleum Products through Pressurized Tank Truck" in preceding seven (7) years to be reckoned from the due date of bid opening .

2) Bidder should own minimum Three (03) Tank Trucks meant for carrying Butene-1 and should possess valid license from Petroleum Explosive Safety Organization (PESO) for the same. The registration of the vehicle must be in the name of bidder as on date of unpriced-bid opening date.

3) For similar (as above at 3.1, 1) service/works contracts which are still running, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.

4) Bidder must submit following documents in support of meeting the experience criteria during the preceding 07 years (to be reckoned from the date of un-priced bid opening) as detailed above

- i. Copies of Work Order /Service orders issued by client.
- ii. Completion/Execution Certificate in respect of work/service order mentioned above.

The completion certificate /Client Certificate must clearly indicate the following

- a) Full address of Client, officer issuing certificate.

Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

3.2 Financial BEC:

- a) The annual turnover of the bidder should be minimum **Rs 250.00 Lacs** in any of the preceding three financial years (2012-13, 2013-14 & 2014-15). (In case the audited financial results of 2014-15 are not available, the bidders have an option to submit the audited financial results of FY 2011-12, 2012-13 & 2013-14).
- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2015-15. (In case the audited financial result of 2014-15 is not available, the audited financial result of FY 2013-14 shall be considered).
- c) The bidder should have minimum working capital of **Rs 50 lacs** as per the last audited financial year i.e. FY 2014-15. If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than **Rs 100 Crore** confirming the availability of line of credit to meet the above specified working capital requirement as per format specified in tender.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with "Details of financial capability of bidder" in

prescribed format as Annexure-A duly signed and stamped by a chartered accountant.

Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

3.3 However, Bids of Joint Venture/Consortium not acceptable.

3.4 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

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

3.6 Bids evaluation methodology and award criteria:

1.1 Evaluation of bid would be based on following criteria:

Based on the requirement of dispatch of Butene-1 from GAIL-Pata to BCPL-Lepetkata, BCPL would hire ISO Container/Tank trucks to ensure lifting of around 5000 MT of Butene-1 annually.

The percentage distribution of work in case of award to the contractors would be as follows:

Two (2) Transporters would be engaged for the subject transport. Work distribution between the transporters would be arranged on proportionate basis from the techno-commercially acceptable bids

Sl Number	Scenario	Distribution
1	One bidder is L-1 as per original offer	2/3 rd of total job to L-1 bidder and 1/3 rd to next lower bidder at L-1 rates
2	Two bidders are L-1 as per original offer	50% of total job to each of the two L-1 bidders

In case of Scenario 1 , if L-2 and/or L-3 bidders (as the case may be) shall be asked to match their rates with L-1 bidder. In the event of L-2 or L-3 transporter not agreeing to match the L-1 rate , possibility shall be explored with L-4,L-5 ,L-6 etc and so on in order to shortlist 2 transporters on L-1 basis.

However, in case none of the bidders agree to match the L-1 rates, BCPL reserves the right to award entire job to L-1 bidder.

Further, in case more than one bidder tied up at one position, which creates a situation where more bidders than required number of transporters becomes eligible for award of contract (as the case may be) on the basis of their quoted rates, then short-listing of bidders will be done using the following tie-breaker:

The bidder who has got the higher turnover in the last financial year i.e. FY 2013-14 will be considered for award.

3.7 The cut-off date for meeting the technical criteria of BEC of the tender shall be one day prior to the due date for submission of bids.

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 10, 00,000/-. For details refer point no. 6 of General Condition of Contract -**SECTION IV** of tender

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders -SECTION IIB.

5) PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20%of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

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

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

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

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

- c) 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.
- d) Implementation of above provision is at the discretion of BCPL.

6) PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the **Format F7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

7) PERIOD OF CONTRACT

REFER SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

8) VALIDITY PERIOD OF OFFER:

Refer clause no 15 of Instruction to Bidders (ITB) **SECTION IIA** of tender document.

9) VAT / CST No.: Please provide VAT/CST no.

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- **Tender Fee: Rs 3000/-**
- Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.

- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) TERMS OF PAYMENT:

Please refer Clause No 5 of Special Condition of Contract (Part –A) of SECTION-III.

12) PRICE REDUCTION SCHEDULE: As per GCC.

13) FIXED PRICE:

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

14) JURISDICTION OF COURT:

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

15) ARBITRATION:

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

16) FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven

(7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

17) REJECTION CRITERIA:

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

- i) Firm Price
- ii) EMD
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18) ORDER OF PRECEDENCE:

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

- i) NIT Covering Letter.
- ii) Schedule of Rates (SOR)
- ii) Special conditions of contracts (Part B)
- iii) Special conditions of contracts (Part A)
- iv) General conditions of contracts

- 19) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 "Acknowledgement Cum Consent Letter" attached in the tender alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid

submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

CONTRACT & PROCUREMENT DEPARTMENT.

Administrative Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepetkata,

District - Dibrugarh, Assam, India PIN - 786006

Tel-0373-2914609/635

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

Yours faithfully,

For Brahmaputra Cracker and Polymer Limited,

(A Government of India Enterprise)

B J BARMAN

Sr. Officer(Contracts & Procurement)

E-Mail: bhaskar.barman@bcplindia.co.in

Ph no: 0373-2914609/635

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY

EVIDENCES:-

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned above duly **attested by Gazetted Officer / notary**:

- **Copy of partnership deed (in case of partnership firm) and power of attorney.**
- **Copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 35.00 of Special conditions of Contract Part–A.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.**

NOTE:

1. Bidders are requested to fill all the Annexure as enclosed in the tender documents.
2. Bidders must sign & stamp on each page of tender document.

ANNEXURE-A

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)
<u>1.</u>	Current Assets	
<u>2.</u>	Current Liabilities	
<u>3.</u>	Working Capital (Current Assets-Current liabilities)	
<u>4.</u>	Net Worth (Paid up share capital and Free Reserve & 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."

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140125/AJD

**ITEM: BID DOCUMENT FOR CONTRACT FOR HIRING OF TRANSPORTATION
OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24/04/2015

Date and time for opening of bids: 15.00 hrs (IST) on 24/04/2015

From:

to:

	CONTRACT & PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140125/AJD

**ITEM: BID DOCUMENT FOR CONTRACT FOR HIRING OF TRANSPORTATION
OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24/04/2015

Date and time for opening of bids: 15.00 hrs (IST) on 24/04/2015

From:

to:

	CONTRACT & PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part -I)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140125/AJD

**ITEM: BID DOCUMENT FOR CONTRACT FOR HIRING OF TRANSPORTATION
OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24/04/2015

Date and time for opening of bids: 15.00 hrs (IST) on 24/04/2015

From:

to:

	CONTRACT & PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part-II)

EXHIBIT 'A'**CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF
TENDER**

NAME OF WORK	:	HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT.
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TENDER NO: BCPL/DIB/C&P/SER/20140125/AJD

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Bidder must be a registered carrier under "Carrier Act 2007" Note – In support to the above, a document (transport license, trade license etc) duly notarized should be submitted in support with the BEC.	Reference of attested copies of documents furnished: 1. 2.
2	Affidavit duly notarized, as per clause no. 35.00 of Special conditions of Contract Part-A	Reference of document furnished
3	<u>Power of Attorney</u> in favour of person who has signed the offer in stamp paper of appropriate value.	Reference of document furnished 1.
4	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.5 of NIT.	Reference of document furnished 1.
5	Copy of PAN Card	

Note:

Please note that the documents listed by you above only shall be considered for evaluation of your claim of meeting Bidder Evaluation Criteria & other requirements of the tender. Any other documents, not included above shall not be considered.

Date:

Bidder's signature _____

CHECK LIST FOR SUBMISSION OF DOCUMENTS

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Un-priced bid (Part-I)”.

Please tick the box and ensure compliance:

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
01.	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN NIT.	
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED & SUBMITTED.	
03.	VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.	YES VALID UPTO: _____
04.	POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP PAPER OF APPROPRIATE VALUE.	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.	
06.	VALIDITY OF RATES FOR A PERIOD OF 12 MONTHS FROM THE DATE OF LOA.	
07.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.	
08.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
09.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 35 OF SPECIAL CONDITIONS OF CONTRACT PART – A.	
10.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
11.	COPY OF PAN CARD.	
12.	SERVICE TAX RESISTRATION CERTIFICATE.	

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format.)

To,
Sr. OFFICER (C&P)
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE
LEPETKATA-786006
DIBRUGARH, ASSAM

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20140125/AJD

Dear Sir,

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

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

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

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code:

.....

.....

(ii) Telephone Number :

(iii) Fax Number :

(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile Number :

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

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

INSTRUCTIONS TO BIDDERS

**NAME OF WORK: HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1
FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT**

(TENDER NO. BCPL/DIB/C&P/SER/20140125/AJD)

Section-IIA

INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of NIT.

4. One Bid per bidder

4.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules.

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Notice Inviting Tender (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

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

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

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

vi) Copies of documents as required in F-3

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

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

ix) Bid security in accordance with Clause no 5 of NIT & Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.

x) F 10, Declaration.

xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.

xii) Confirmation of no deviation as per Format F-6.

xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.

xiv) Current commitments strictly as per format F-8.

xv) Agreed Terms & Conditions duly filled-in at F-13.

xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xvii) Organization details:

(a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .

(b) In case Bidder is a partnership firm, certified copy of the partnership deed.

(c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association

xvii) Any other information/details required as per bid document.

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

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

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

15.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

16. Bid Security

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in NIT.

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

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

iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

Refer Clause no 6 of NIT --**SECTION IA** of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

Part I - Techno-commercial/un-priced Bid, EMD/Bid Security

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;
- (f) is substantially responsive to the requirements of the bidding documents; and

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

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

A material deviation or reservation is one

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

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

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

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

30. Correction of Errors

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

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

(b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

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

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-12 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

42 Misc.

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

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

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

44. In case L1 bidder backs out, BCPL reserve the right to re-tender.

.....

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

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

1-11 Bid Currency _____

1-12 Place of dispatch _____

1-13 Whether Supplier / Manufacturer _____

(Country
 Code)

Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

1-27 Present Status of Firm/ Bidder:

Sl. No.	Type of Firm/ Bidder	Yes/No	Name of Owner/Partners/Director (s)
1	Proprietorship		
	LLP		
	Private Limited		
	Public Limited		
	PSU/ Govt. depart.		Not required.
	Any other		

1-28 Bidder must submit relevant document in support viz Copies of Partnership deeds (in case of Partnership /LLP Firm), Affidavit or self declaration on letter head (In case of Proprietorship firm) , Memorandum and Article of Associations & Certificate of Incorporation (in case of Private/Public Limited

Company) and certificate from Competent person on their letter head (in case of PSU/Govt. depart.) etc.

Submitted the following documents:

- i) _____
- ii) _____
- iii) _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609/635

Dear Sir,

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

We confirm that this bid is valid for a period of Three (03) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Central Warehouse Building",
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
 "MAIN FIRE STATION BUILDING" LEPETKATA,
 NH-37, P.O. LEPETKATA, DIBRUGARH,
 ASSAM, PIN - 786 006

Dear Sir (s),

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 -----day of -----200 ----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:

Yours faithfully,

Date:

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

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

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
"Central Warehouse Building",
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN - 786006

Dear Sir,

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

Place:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

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

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDE

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

To:

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

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh - 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- -----
 -- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on 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 -----
 ---which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs------(Rupees -----
 -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----
 -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated -----
 ----- granted to him by the Bank.

Yours faithfully,

 By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

DECLARATION

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

Dear Sir,

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

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

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"ADMIN. BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914609 / 2914635

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Telefax Number	:	_____
(iv) Contact Person	:	_____
(v) E-mail Address	:	_____

E) Details of Contact person:

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Fax Number	:	_____
(iv) Contact Parson	:	_____
(v) E-mail Address	:	_____

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

Reasons for non-submission of bid	:	_____
Agency's Name	:	_____
Signature	:	_____
Name	:	_____
Designation	:	_____
Date	:	_____
Seal/Stamp	:	_____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the

CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. and

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1 . _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.
Clauses confirmed hereunder should not be repeated in the Bid.

SI. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
13		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
14		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
15		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
16		Confirmed that all terms and conditions of the tender are acceptable in totality	
17		Confirm that the prices are quoted as per clause 13.0 of ITB.	

18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
22		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at ANNEXURE-A	
24		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
25		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
26		SOR has been signed & filled up as quoted exactly in the same format of RFQ	
27		All items of each SOR has been quoted	
28		Confirmation of compliance for Period of Contract: Period of contract shall be 01 (One) year from the date of commencement of job. BCPL reserves the right to extend the Period of contract at the same prices, terms and conditions at its sole discretion.	

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

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

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

Certified that M/s.....(Name of the bidder with address) is an existing customer of our Bank.

It is confirmed that against tender No: _____
dated.....2013 for

....."name of
job/supply) , 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.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

ANNEXURE-I

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the duly certified by Statutory Auditor the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Have you enclosed the duly certified by Chartered Accountant "ANNEXURE-A" towards details of financial capability of bidder.			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm:			

	1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME .			
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PROFORMA" FOR CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 [MSMED ACT 2006]"

SUB:

1. You may aware that "Micro, Small and Medium Enterprises Development Act 2006" („MSMED“) has been come into force w.e.f. 2nd October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.
2. As per the MSMED Act, Enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. The term Enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.
5. For your ready reference, the definitions of Micro, Small and Medium enterprises are given below:

Classification of enterprises engaged in:

- (a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as:

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed Rs. 25 Lac
Small	More than Rs. 25 Lac but does not exceed Rs. 5 Crores
Medium	More than Rs. 5 Crores but does not exceed Rs. 10 Crores

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs. 10 Lac
Small	More than Rs. 10 Lac but does not exceed Rs. 2 Crores
Medium	More than Rs. 2 Crores but does not exceed Rs. 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

6. You are therefore requested to fill the “Format” [proforma attached] and submit the same along with proof of valid document/ certificate [indicating registration no.] in your offer. In case same is not submitted along with your offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

Format - 15 (A)

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

SUB:

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” („MSMED”) are applicable to us and our organization falls under the definition of:

- | | | | |
|----|--------------------------|---|--------|
| a. | Micro Enterprise | - | [] |
| b. | Small Enterprise | - | [] |
| c. | Medium Enterprise | - | [] |

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in Offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS **(Applicable for both BCPL/GAIL as the case may be)**

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 GAIL'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 GAIL / external agency authorized by GAIL, shall be complied by Contractor and its report to be submitted to GAIL.
- 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, GAIL 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 GAIL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by GAIL 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 or dispose off any such materials without the express authorization of GAIL.
- 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 submits the reports for review by GAIL.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

SPECIAL CONDITIONS OF THE CONTRACT
PART-A

DESCRIPTION:

**NAME OF WORK: HIRING OF SERVICES FOR
TRANSPORTATION OF BUTENE-1 FOR GSU UNIT
FROM GAIL PATA TO BCPL-LEPETKATA,
DIBRUGARH.**

TENDER NO: BCPL/DIB/C&P/SER/20140125/AJD

1.0 GENERAL:

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

2.0 LOCATION:

From GAIL PATA (Dist. Auriya, U.P.) to BCPL, Lepetkata, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

6.0 EARNEST MONEY (If any):

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of **M/s. Brahmaputra Cracker & Polymer Limited, payable at DIBRUGARH, ASSAM.**

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

The Quoted rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Cess thereon shall be paid extra if applicable on submission of documentary evidence/invoice(s).

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

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

11.0 MEASUREMENT OF WORK:

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

12.0 DEFECT LIABILITY PERIOD:

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

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - A) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - B) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

16.0 MISCELLANEOUS:

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

17.0 SUBMISSION OF TENDER DOCUMENTS:

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

18.00 SCHEDULE OF RATES:

18.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

18.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

19.00 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving one-week notice without assigning any reason.

20.00 CONTRACT AGREEMENT:

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

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

- 22.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 22.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 22.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

23. ADHERENCE TO SAFETY REGULATIONS:

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

24.00 NUISANCE:

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

25.00 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

26.0 CARE OF WORKS:

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

27.0 DEFENCE OF SUITS:

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

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

- b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

28.1 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.

The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

28.2 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.

28.3 The contractor 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.

28.4 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

28.5 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

28.6 All personnel deployed by the contractor should be on the rolls of the contractor.

28.7 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

28.8 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to strictly adhere to guidance, instruction when required.

28.9 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.

28.10 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.

28.11 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

28.12 All existing and amended safety / fire rules of BCPL, BCPL are to be followed within the BCPL plant or service center.

28.13 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.

28.14 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.

28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.

- 28.17 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by BCPL, BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 28.25 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

29 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

30 ARBITRATION CLAUSE:

- 30.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 30.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 30.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

- 30.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 30.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 30.6 The venue of arbitration shall be Guwahati.
- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

31 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

32 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:

- 32.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 32.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- 32.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- 32.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

33 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

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

34.0 SUB LETTING OF WORK:

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

35.00 AFFIDAVIT:

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

36.0 PF REGISTRATION (if applicable):

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.

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

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

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

39.2 Violation as above resulting in:

39.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of Rupees 2, 00,000.00) per injury in addition to Rupees 5,000.00 as in para 40.1.

39.4 Fatal accident, a penalty of 1% of the contract value (maximum of Rupees 10, 00,000.00) per fatality is addition to Rupees 5,000.00 as in para 40.1.

39.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- v) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20%of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- vi) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- vii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

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

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

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

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

Brahmaputra Crackers & Polymers Ltd. reserves the right to accept or reject any or all bids received, at its absolute discretion, without assigning any reason whatsoever.

40.0 PRICE REDUCTION SCHEDULE:

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

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

SPECIAL CONDITIONS OF THE CONTRACT

PART-B

NAME OF WORK: HIRING OF TRANSPORTATION OF BUTENE-1 FROM GAIL PATA TO BCPL-LEPETKATA, DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20140125/AJD

1. GENERAL INFORMATION

- 1.1 The "Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Schedule of Rates [SOR]", "Scope of Work & Technical Specifications" and any other document forming part of the Contract, wherever the context so requires.

2. SITE-INFORMATION / SITE-VISIT

- 2.1 As the entire job has to be done within 'Plant area at BCPL, Lepetkata, Distt: Dibrugarh (Assam) & GAIL (India) Limited, Pata, Distt. Auraiya, (UP), all necessary 'security measures / safety permit(s)' will have to be invariably obtained by the Contractor for working in the premises of Plant area'.
- 2.2 It is understood that before quoting the 'rates / prices', the Bidder has visited the work-site and has acquainted himself fully with the nature and quantum of job / work to be carried out by him in case of award of Contract – Ignorance of this will not be considered after the award of Contract. The Contractor will be responsible to complete the entire job / work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered in "Scope of Work & Technical Specifications".

3. CONTRACT PERIOD

The contract shall be valid for a period of ONE YEAR from 15 days from the date of LOI. However, BCPL, at its sole discretion, may extend the contract for a further period of THREE MONTH on the same rates, terms and conditions. BCPL will have full liberty to terminate the contract at any time during the contract period without assigning any reasons thereof.

4. MOBILIZATION PERIOD

The transporter shall mobilize the tank trucks / vehicles within 15 days from the date of letter of intent. For this no mobilization advance will be issued to the contractor.

5. CAPACITY AND SUITABILITY OF TANKER / TANK TRUCKS

- 5.1 Tank trucks provided are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions without worn out tires, having fitness certificate from local State Transport Officer and also having national permit valid at all times during the entire contract. The Transporter should ensure that loading of all Tank Trucks is undertaken as per RTO registration book/fitness certificate.

- 5.2 The tank trucks provided, complete with all fittings, shall conform to the Rules pertaining to the transportation of Butene-1 under Static and Mobile Pressure

Vessels (unfired) Rules 1981 and all amendments thereto, specifications as laid down by the concerned Statutory Authority, OISD & Indian Petroleum Act . The pressure vessel should be designed, constructed and tested in accordance with the Indian Standards IS: 2825/BS 5580 as amended from time to time. The tank trucks should also comply with the requirement of the Motor Vehicle Act 1988 and the Central Motor Vehicle Rules 1989 and requirement as per Public Liability Insurance Act and amendments thereto issued from time to time and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.

- 5.3 The tank truck should conform to the BCPL Fire & Safety minimum requirement checklist for necessary action. All the deployed Tank Trucks should meet the requirement of BCPL as regards Safety & Operational norms.
- 5.4 Minimum 5 mm thick guard plate is to be provided for valve box cover with sealing arrangement in order to protect the valve/fittings from impact.
- 5.5 Each of the tank truck shall be fitted with spark arrestor & Fire extinguisher. The spark arrestor and fire extinguisher of the tank trucks are checked on a monthly basis and to ensure that the same are in perfect working condition.
- 5.6 No change in the ownership of the tank trucks owned by / attached to the transporter take place during the pendency of the contract without obtaining prior written consent from the BCPL.
- 5.7 The Butene-1 is delivered at the destination promptly within the prescribed delivery periods as may be intimated by the BCPL from time to time.
- 5.8 The crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on fire fighting and that they wear Personal Protective Equipments like safety helmets and safety shoes etc. to avoid any accidental injuries to themselves while inside the Plant premises / loading sources / Unloading location and observe all safe practices as per the instructions given by BCPL from time to time. The driving license of the drivers should also be endorsed for transportation of hazardous goods.
- 5.9 All necessary route permits for plying the vehicles within the state or interstate routes, if required, for transportation of BUTENE-1 (e.g. state road permit, Challans, Excise documents, Declaration forms under Sales Tax law, Road Tax and all other Tax certificates) required are obtained at their own cost and are available with trucks at all times.
- 5.10 Tank trucks are not unauthorisedly parked within Plant premises / loading source / Unloading location and no truck shall be left unattended at any point of time.
- 5.11 Each and every Tank Trucks should be covered by Comprehensive Insurance Policy. Also the transporter must ensure the Butene-1 product Insurance for every trip carried out under this contract at his own cost and at no cost to BCPL.
- 5.12 Insurance of cargo shall be arranged by BCPL insurance Cover.
- 5.13 Comprehensive insurance is to be obtained by transporter from any Insurance Company recognized under Central Motor Vehicles Act for each tank truck AND shall keep the policy in force at all times to cover all risks of every nature whatsoever to the vehicle including loss of life, disablement, injuries, damage to, or loss of cargo, third party claims, accidents caused due to fire, riot or due to any other reason whatsoever, loss on

account of theft and natural calamities. The Transporter shall produce original insurance policy and proof of payment of all insurance premium and charges in respect thereof for the verification of the BCPL as and when demanded by the BCPL and shall renew all such insurance cover at least seven days before the expiry thereof. And should the Transporter fail to insure the Tank Truck/s to the satisfaction of the BCPL as described herein, the BCPL shall be entitled to refuse to load, or utilize such Tank Truck/s.

- 5.13 No child or bonded labor is engaged for handling work in connection with this contract or contravene any of Government Rules and Regulations in this regard.
- 5.14 No person in the vehicle smokes and no fire or ignition takes place in the vicinity of the vehicle.
- 5.15 No other goods are carried in the vehicle either in loaded or empty condition.
- 5.16 The tank truck does not carry any person in cabin other than the authorized crew of the Transporter. Apart from the driver(s), the tank truck should compulsorily have a helper / cleaner at any time.
- 5.17 It shall be the sole responsibility of the Transporter to ensure that the driver, helper and the other persons engaged for operating and maintaining the tank truck/s:-
 - 5.17.1 Have the necessary qualification as laid down in the rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.
 - 5.17.2 Are educated about the safety risks and restrictions especially those stipulated in the Static & Mobile Pressure Vessels (Unfired) Rules 1981.
 - 5.17.3 Observe the safety precautions advised by the BCPL.
 - 5.17.4 Are provided standard safety gear (Safety helmet / safety shoes etc.) at the Transporter's cost.
 - 5.17.5 Abide by the BCPL's instructions in respect of routes and halting places.
 - 5.17.6 Do not smoke or light a flame while driving the tank truck/s or while they are in or about the tank truck/s or while they are in, or about or on, any premises of the BCPL or any other premises where loading or unloading of BUTENE-1 is done AND observe all other rules relating to safety precautions which may be imposed by the BCPL.
 - 5.17.7 The driving license of the drivers should also be endorsed for transportation of hazardous goods.

6.0 The Transporter will ensure that:

- 6.1 No repairs, additions or alterations to any pressure vessel is carried out unless the proposed repairs, additions or alterations and their method of execution have been approved in advance and in writing by CCOE. After approval, such repair shall be carried out in the manner and by practices permissible under code IS - 2825 / BS 5500.
- 6.2 Complete record of repairs, additions or alterations are maintained and made available to CCE, and his permission is obtained before re-commissioning of pressure vessel.
- 6.3 Mechanical repairs are undertaken at a safe place, with the crew in attendance.
- 6.4 All fittings are maintained in complete and good condition.
- 6.5 The crew of the tank truck/s carry the Transport Emergency Card and any other specified references issued by the corporation, at all times.
- 6.6 Yearly renewal of the explosive license of the tank truck well in advance; all tank truck/s carry the safety kit as directed by CCOE.
- 6.7 The tank truck/s are always and exclusively driven by a person appropriately qualified & licensed under Motor Vehicle Act and accompanied by a "helper".

- 6.8 The crew of the tank trucks are not changed frequently.
- 6.9 Transporter is responsible for initial calibration and annual recalibration of his tank truck by the weights & measures department, he will provide a Photocopy of the calibration certificate.
- 7.0 The Transporter abides by all the Safety, Health and Environment related norms as in force during the period of contract. In case of violation of any of the above norms by the Transporter, penal action shall be taken.
- 8.0 Officers of the BCPL will have the right to inspect the tank truck/s at their discretion. If any deficiencies vis-a-vis prevailing Standards / Statutory Rules are noticed or the tank truck/s are found without due maintenance, the BCPL shall have the right to suspend operation of such tank truck/s.
- 9.0 The Transporter shall ensure that before filling BUTENE-1 into any newly manufactured Pressure Vessel or any used Pressure-Vessel, each of the trucks is properly cleaned and air/gas freed/purged completely with Nitrogen (Nitrogen cylinders / Nitrogen purging is to be arranged by the transporter). Procedure for purging with nitrogen shall be furnished by the contractor for BCPL's review/approval. Nitrogen gas will be then replaced with Butene-1 vapors at the time of first filling at port. The job will be done as per direction of EIC.
- 10.0 In case Transporter fails to provide tank trucks, as agreed, for any reason whatsoever, the BCPL at its sole discretion will be entitled to make alternative arrangements for transportation of bulk Butene-1 & debit the Transporter with the additional cost incurred by the BCPL due to the failure on the part of the Transporter; This right of the BCPL is without prejudice to any other right, the BCPL is having under this agreement or in law.
- 11.0 In case Transporter fails to provide tank trucks, as agreed, for any reason whatsoever, the BCPL at its sole discretion will be entitled to make alternative arrangements for transportation of bulk Butene-1 & debit the Transporter with the additional cost incurred by the BCPL due to the failure on the part of the Transporter; This right of the BCPL is without prejudice to any other right, the BCPL is having under this agreement or in law.
- 12.0 If any of the tank trucks under the contract is completely destroyed in a fire accident or due to causes other than fire resulting in total loss of Chassis and bullet or if the Transporter desires to replace the tank truck, the Transporter will have to offer tank trucks acceptable to the BCPL in replacement thereof for the remaining period of the contract, including the extended period. In such case, replacement will be on the following basis:-
- (a) Replacement of Prime mover / Chassis would be permitted with equal or higher (subsequent year) model.
 - (b) The replacement would be on a tonne to tonne basis for the same transporter.
 - (c) An undertaking would be given by the Transporter stating that the replaced tank truck would not be offered to BCPL again. The above conditions are subject to periodic revision depending on circumstances and decision of the BCPL shall be final and binding on the Transporter

- 13.0 The transporter will be responsible for all taxes, levies and other cost of running the said transportation business, which shall include:
- (a) Salaries, wages, PF and other benefits and claims of crew of Tank Trucks and all members of transporters staff.
 - (b) Payment of Road Tax, insurance any other fees like permit, route fee etc levied by statutory authorities.
 - (c) Cost of fuel, lubricants, tyres, vehicle servicing & repair etc.
 - (d) Calibration fees and other fee payable to Weights & Measures Department.
 - (e) Compensation or any other benefit payable to Tank Trucks crew and its other staff or third party under any statute or regulation both under regular working and arising from accident etc.

Transporter shall keep BCPL indemnified in respect of above. In case, BCPL is made liable to pay any part of above cost, the same shall be reimbursed by the transporter. BCPL shall not be obliged to contest any claim made upon it for payment. Tank Trucks covered under this agreement shall operate at the sole risk of the Carrier. In no case, BCPL would be held responsible for any loss or damage done to the tank lorry while on the Company's work or parked in their premises. Transporters shall make their own arrangement for parking of their vehicle overnight and/or during holidays.

The transporter shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by contractor and BCPL shall not be responsible for his omission or commission.

- 14.0 It shall be the responsibility of the Transporter to keep filled or empty tank truck(s) under his / her / their safe custody after the working hours. The BCPL does not take any responsibility to keep the tank trucks loaded or empty in its premises if the tank trucks arrive at the place beyond the regular working hours and on holidays.
- 15.0 The Transporter shall be solely responsible for the safe custody of the products once these are handed over to them.
- 16.0 Further the Transporter shall not be entitled to utilize the tank truck/ s offered to the BCPL for any other purpose save the purposes hereof even though the same are not being utilized by the BCPL provided. However in the event the tank truck/ s are not being utilized by the BCPL, then in such event, the Transporter may, if desired, make an application to the BCPL for permission to use the tank truck/ s for some other purpose other than the purposes hereof AND upon receipt of such an application the BCPL may grant such permission conditionally or unconditionally or refuse the same without disclosing any reason.
- 17.0 The Transporter shall undertake the movement of the product entrusted to him/her by the BCPL without transshipping. If transshipment is inevitable, the Transporter shall take permission from the BCPL in writing beforehand and ensure that adequate care and precaution is taken to ensure safe handling of the product into approved tank truck. This operation would be entirely at the risk and cost of the Transporter. BCPL will pay no additional charges for this transshipment.
- 18.0 If at any time during the currency of this agreement the Transporter fails to provide tank trucks and/or transport the product as provided herein and/or fails to perform the various other obligations specified in this agreement, the BCPL shall at its sole

discretion and without prejudice to any other rights and remedies engage the services of other Agencies to perform the obligations of the Transporter and transport the products and in such an event the Transporter undertakes to reimburse the BCPL all the additional expenses incurred by the BCPL in this connection.

- 19.0 The BCPL shall not be liable to pay any amount towards detention of the tank trucks either at the BCPL site or at the loading source.
- 20.0 The BCPL will have the right to deduct any amount payable by BCPL to the Transporter under this Agreement.
- 21.0 The Transporter shall abide by the Rules and Regulations when they are within the BCPL's premises and will abide by all applicable rules and regulations for the entire period of the transportation of BUTENE-1 to the BCPL from the loading source.
- 22.0 The Transporter will indemnify the BCPL against the consequences arising out of his/her/their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipality State/Central Acts relating to the carriage of goods. Should the BCPL be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter to the BCPL together with the cost incurred on any legal proceedings pertaining thereto. The Transporter shall whenever required by the BCPL or Governments official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
- 23.0 (a) In the event of loss of BUTENE-1 partially or fully due to leakage or fire during or because of any accident, immediately the transporter shall lodge an FIR for the accident or for the leakage, and due report shall be submitted to CCOE/ statutory authorities and the proof of acquittal of case from Police and decision on settlement by the concerned Insurance company shall be submitted to the satisfaction of the BCPL; otherwise the recovery for the product loss will be made from the transporter at the landed cost of product at BCPL, Lepetkata.
- (b) In case of accidents involving tank trucks while in transit or at any other stage, it shall be the sole responsibility of the Transporter.
- I. To intimate BCPL immediately of the occurrence of the accident.
- II. To inform the local Police and District Administration of the occurrence of the accident.
- III. To inform CCOE, Nagpur / nearest Zonal office of the Explosives Department by telephone and by telegram/e-mail of the occurrence of the accident.
- (c) Should in the event of an accident or otherwise, the BCPL render any assistance to the Transporter in evacuating the BUTENE-1 or in moving the tank truck to a safe location or in any other manner whatsoever, then the actual expenditure incurred by the BCPL excluding the expenditure on ERV and personal expenses of the BCPL's officials in rendering such assistance shall be reimbursed by the Transporter to the BCPL on demand.
- (d) Should any damage be caused to the pressure vessels / fittings or other parts of the tank trucks for any reason whatsoever and of any nature whatsoever, the Transporter after carrying out the necessary repairs shall obtain a fresh fitness

certificate from CCOE or from any other competent authority nominated by CCOE. The Transporter must not offer such tank trucks for loading unless and until the fresh fitness certificate is submitted to the BCPL.

24.0 Transporter will be responsible for the act / omission / misconduct and attempts to pilfer Products by the crew of all Tank Trucks offered for operating the agreement. Any action Taken by BCPL against such errant Tank Trucks operators / crew shall not be challenged.

25.0 **QUANTITY:**

25.1 It shall be the responsibility of the Transporter to ensure that the weight and volume 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.

25.2 The Transporter shall be solely responsible and bear the loss and damage, if suffered, by BCPL on account of violation and / or breach of weight and volume 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.

25.3 The transporter shall be responsible for quantity and quality of the products received by him for transportation. Acknowledgement by any member of crew of the tank lorry or by any authorized person of the Company by way of signing on the Challan or any other Dispatch Document would be sufficient proof of acceptance of product quantity and quality by the Transporter.

25.4 The transporter's crew should satisfy themselves regarding the weights and quality at the time of collecting the goods from GAIL loading point. If any shortage in quantity and / or variation in quality of product is found at any stage after the Tank Trucks leaves the dispatch location up to un-loading at receiving location, the transporter would be responsible for the same irrespective of reason and BCPL would be entitled to the following:

25.4.1 In case of shortage, BCPL would recover at 1.25 times the value of entire short quantity from the transporter's bills, if the shortage qty is more than 0.5 % of the consignment qty by weight. However for shortages upto 0.5 % of the consignment qty, the deduction would be at the actual value of the entire short qty inclusive of all taxes and duties. The Transportation Charges for the short quantity shall also not be paid by BCPL.

25.4.2 In case of variation in quality, Company at its discretion may dispose off the contaminated product. All expenses/losses and cost of product in this connection as determined by the company shall be recoverable from the transporter.

25.4.3 The above deductions shall be made from the Transporter's bills or shall be recovered from Security Deposit / Bank Guarantee.

25.4.4 Above would be in addition and without prejudice to BCPL's right of termination of this Contract.

25.4.5 Transporter will also allow representative of GAIL and BCPL, to whom products are being sent, to travel with him.

25.4.6 Deductions will be applicable on the shortages mentioned as per the receipt details given on the back of GR / LR copy by consignee.

25.4.7 Product: The product proposed to be dispatched thru the contract is BUTENE-1 and the same shall be dispatched on weight basis i.e. in Metric Tons.

26.0 PRICE VARIATION

- 26.1 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.
- 26.2.1 The transportation rates per MT on lump sum basis shall be subject to variation only on account of variation in the price of High-Speed Diesel (HSD) as officially announced by Oil Companies and as per the minimum price prevailing at Lepetkata, Dist. Dibrugarh (Assam) from time to time.
- 26.2.2 The variation in rate shall be calculated on the basis of consumption of HSD @ 4 Kilometers per litre of HSD. The applicable price of HSD (Normal grade / Non-premium) for a calendar month shall be considered as per the price of HSD prevailing on 25th of the previous calendar month.
- 26.2.3 The above change in the freight rates shall be undertaken only if the variation in the price of HSD is plus or minus 5 % from base rate of HSD prevailing on the due date of submission of bid.
- 26.2.4 Accordingly, the price of HSD at Lepetkata , Dibrugarh (Assam) as on due date of submission of bid shall be considered as the base price for the purpose of price variation. Documentary evidence must be submitted towards proof of this price of HSD at Lepetkat, Distt. Dibrugarh (Assam) by the Transporter along with the bid.
- 26.2.5 For the purpose of calculation of price escalation for SOR item Sr. no. 1 i.e. GAIL, Pata, Auraiya (U.P) to BCPL , Lepetkata, Dibrugarh (Assam) a distance of 1480x2 =2960 kms for to & fro distance shall be considered.

27.0 PLACEMENT OF TANKER / TANK TRUCKS AND PROFORMANCE OF CONTRACT

- 27.1 It will be contractor's responsibility for providing required number of Tank Trucks as per BCPL's indent, within 24 hours as mentioned in sub clause: 27.2.
- 27.2 **INDENT & PLACEMENT**
- 27.2.1 Reporting time of Tank Trucks: 6:00 am to 2:00 pm at GAIL, Pata tanker entry gate.
- 27.2.2 Allowing entry to any Tank Trucks reporting after 2:00 pm at the tanker entry gate will be at the sole discretion of the company (GAIL) from time to time and shall be binding to the contractor / Transporter.
- 27.2.3 The Transporter will be responsible for taking daily indents / Plan from BCPL. The estimated dispatch program / plan will be intimated on daily basis or as applicable through telephone / fax / e-mail to the contractor or his representative at the given contact details like phone/fax number, e-mail address etc. provided by contractor.

27.3 NON PERFORMANCE PENALTY

27.3.1 The transporter shall place the required number of Tank Trucks as per indent/plan given by BCPL on the scheduled date. In case the contractor fails to deploy required number of tanks trucks as per indent, the following clauses shall apply:

27.3.1.1 The Engineer-in-Charge (EIC) will have the right to allow the next contracted Transporter to place the Tank Trucks by withdrawing the requisite indented quantity from the contract Quantity of the defaulting Transporter and adding the same to the next Transporter. This will enable BCPL to ensure uninterrupted supply of Butene-1.

27.3.1.2 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 27.0. The transporter shall be liable to reimburse BCPL for making other arrangements for effecting supplies without prejudice to all other rights of BCPL

27.3.2 Non Placement Penalty will be levied as follows:

27.3.2.1 @ Rs.100 per MT per Day after the expiry of first 24 hours, from next calendar date from the date of indent/plan.

27.3.2.2 Any consequential losses arising due to non placement of truck(s) within stipulated time shall be recovered from the transporter

27.3.2.3 Any excess placement in the past will not be adjusted against the failure for purpose of determining the penalty.

27.3.2.4 Tank Trucks Placement Performance will be observed on day to day basis for each plan / indent.

28.0 **TRANSIT TIME & DELIVERY**

28.1 Transit Time: The maximum acceptable delivery period (Transit Time) for SOR item sr. no.1 i.e. BCPL , Lepetkata shall be maximum 15 days. The consignment entrusted to the transporter must be delivered at the respective destination / installations assigned as per GR / LR Note, within the maximum permissible transit period (excluding holidays, if they fall at the due delivery date). The delivery period (Transit Time) will be calculated from the next date of invoice to date of delivery as acknowledged by the consignee. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ Rs 50 per Metric Ton (PMT) per day. If the date of receipt falls on Sunday / closed holidays / local holiday (as per the declaration submitted by the respective Customer / Zonal office) the next day will be treated as reporting day and no delay penalty/ detention will be applicable for that day.

28.2 The REPORTING DAY (the DATE on which the Tank Trucks reports at the respective location / customer / un-loading point) shall be considered for the purpose of calculating the Late Delivery Penalty.

28.3 Consignment with-held by the transporter without written permission from GAIL will attract late delivery, trans-shipment penalty as applicable and shall attract recovery of loss/ damage and all these losses will have to be borne by the transport / contractor.

SCOPE OF WORK

Name of Work: - "Transportation of Butene-1 from GAIL, Pata to BCPL, Lepetkata by road tankers"

Scope of work under this works contract is general but not limited to following:

1.0 Arranging dedicated suitable Tank Trucks for transportation of Butene-1, a hazardous bulk chemical, from GAIL, Pata to BCPL, Lepetkata.

2.0 Dedicated tank trucks shall be used throughout the contract period. The type of tanker mentioned in the quotation should be suitable for carrying hazardous bulk chemical and should not be changed to any other type of tankers not suitable to carry such chemicals at any time during the contract period.

3.0 The scope shall include receiving Butene-1 product into tank trucks at GAIL, Pata transportation of the loaded tankers from GAIL, Pata to BCPL, Lepetkata by road and unloading the same at BCPL, Lepetkata and reconciliation.

4.0 Quality of Butene-1 filled at GAIL; Pata is to be ensured at all stages of handling. Statutory clearances, if any and all other related activities shall be the responsibility of the contractor. Transporter to ensure that there is no deterioration of Butene-1 quality during the entire handling operation.

5.0 Butene-1 is to be handled & transported observing all safety precautions as required.

6.0 Quantity of BUTENE-1 to be handled: 5,000 MT of Butene-1 is to be evacuated within a period of One year, approximately @ about 400-1000 MT/Month. Accordingly the transporter has to arrange trucks catering to this evacuation capacity.

7.0 Loading of BUTENE-1 at GAIL, PATA into Tank trucks: Butene-1 product shall be received by the transport contractor in his dedicated tank trucks (tank trucks which are either used earlier for BUTENE-1 service or other tank trucks after proper cleaning/purging so as to maintain the stringent specifications of BUTENE-1). These filled tank trucks shall then be transported to BCPL, Lepetkata by this transporter.

8.0 Before the first filling, each of the trucks is to be properly cleaned and gas freed & purged completely with Nitrogen, (Nitrogen cylinders / Nitrogen purging is to be arranged by the transporter) and the Transporter shall furnish the corresponding purging certificate. Nitrogen

gas will be then replaced with Butene-1 vapors at the time of first filling at GAIL, Pata. The cost of purging (as per actual or defined by GAIL, Pata) to be borne by the transporter.

9.0 Tank Trucks are to be weighed before and after each filling.

10.0 Proper sealing of filled and empty trucks (during empty return from BCPL, Lepetkata) shall be arranged by BCPL or GAIL, Pata. Transporter shall ensure that the trucks are properly sealed after filling as well as after emptying.

11.0 Unloading at BCPL, Lepetkata : At BCPL, Lepetkata there is an unloading gantry consisting of 4 (four) bays. The road tanker is unloaded to the storage vessels by pressurizing with Butene-1 vapors. For the purpose two nos. (1 operating+1 standby) of Butene-1 unloading compressors are provided. The compressor sucks vapors from the storage vessels and pushes the compressed vapors into the road tankers to push out the liquid from the tanker. Unloading rate of Butene-1 is 40 m³/hr. Butene-1 is stored in 5 nos. of spheres having storage capacity of 475 m³ (278 Ton) each .Storage temperature is 20°C - 40°C & storage pressure is 1.6 - 3.7 Kg/cm² g.

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

13.0 Each road tanker should carry a copy of material safety data sheet (MSDS) of Butene-1 which shall be supplied by BCPL later. The empty trucks after unloading Butene-1 are to be properly sealed so as to avoid use of these trucks for any other products. All tank trucks (filled & empty) including the tank trucks in transit should be monitored and daily report to be submitted.

14.0 Quality Control: In view of stringent quality specification of BUTENE-1, random samples shall be collected from the tank trucks while being filled at PATA and also while unloading at LEPETKATA and from the receiving bullets at LEPETKATA and checked for quality by BCPL, Samples be retained with proper tags.

15.0 Physical properties of Butene-1:

It is extremely flammable; Contact with liquid causes frost-bite. Vapors may cause Narcotic effects. Vapors can form explosive mixtures with air.

Form/Color/Odor	Liquefied Gas/Colourless /Olenfin
Melting Point	(-)185 C
Boiling Point	(-) 6.1 C (1013HPa)
Flash Point	<(-) 40 C, Method : DIN51794
Ignition temperature	384 C; Method: DIN 51794
Auto flammability	384 C, Method : DIN 51794

Lower Explosion limit	1.7% V
Upper Exploison limit	10% V
Vapor pressure	2545 hPa/2.6 Kgf per sq cm/37 psi (200 C)
Density-liquid	0.59 g/cubic centimeter.
Water Solubility	0.5 g/l (200 C)
Viscosity	Not applicable
Molecular Weight	56.11 g/mol

16.0 Quality Specification of Butene-1:

Raw Material Butene-1		
Butene-1	99% wt min (1)	99% wt min
Other Butenes	1% wt max (1)	} 0.9%wt. max
Butanes	1% wt max (1)	
1.3 Butadiene+ Propadiene	50 ppm wt max (1)	200 ppm v max
1.2 Butadiene+Propadiene	-	5 ppm v max
Total Acetylenes	10 ppm wt max	10 ppm v max
Carbon Monoxide	2 ppm wt max	1 ppm
Carbon Dioxide	2 ppm wt max	4 ppm v max
Oxygen	100 ppm v max (in vapor phase)	1 ppm v max
Total combined Sulphur (as S)	3 ppm wt max	1 ppm v max (3)
Water	0.2 ppm wt max	2 ppm wt max
Caronyls (as C=O)	0.5 ppm wt max	5 ppm wt max
Chloride	1 ppm wt max	1 ppm wt max
Chloride	1 ppm wt max	1 ppm wt max
Alcohol (as methanol)	1 ppm wt max	1 ppm wt max
MTBE	10ppm wt max	(2)
Peroxides	0.5 ppm wt max	0.5 ppm wt max
C5 and Heavier	500 ppm wt max	50 ppm wt max (C6 Olefins)

NB: Butene feed contains Ethylene 1 % Wit max, Ethane 600 ppm wt max, Ether (as DME) 2 ppm v max. No other component is allowed in the butene.

17.0 However, the Contractors shall be responsible to complete the entire work as per schedule of rates, technical description, drawings etc in all respects and any other job necessary to complete the work though specifically may not be covered in the scope of work.

Section-IV

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATELY)

SCHEDULE OF RATE (SOR)

**HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM
GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT.**

SCHEDULE OF RATE (UNPRICED PART)

(Bidder must mention as Quoted/Not-quoted in all the field of un-priced SOR)

TENDER NO.: BCPL/DIB/C&P/SER/20140125/AJD

HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT, DIBRUGARH.

Sl. No.	DESCRIPTION	UNIT	QT Y.	RATE /UNIT		TOTAL AMOUNT
				In Fig.	In Words	
1	HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM GAIL , PATA PLANT (DIST. AURIYA, UP) TO BCPL, LEPETKATA PLANT (DIST. DIBRUGARH, ASSAM).	MT	5000			

Above rate is inclusive of all taxes & duties . However service tax shall be payable extra as per applicable service tax rule and submission of proper cenvatable Invoice.

TOTAL AMOUNT IN FIGURES =

TOTAL AMOUNT IN WORDS =

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

SCHEDULE OF RATE (PRICED PART)

TENDER NO.: BCPL/DIB/C&P/SER/20140125/AJD

(Bidder must quote price in all the field of un-priced SOR)

HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM GAIL, PATA PLANT TO BCPL, LEPETKATA PLANT, DIBRUGARH.

Sl. No .	DESCRIPTION	UNIT	QT Y.	RATE /UNIT		TOTAL AMOUNT
				In Fig.	In Words	
1	HIRING OF SERVICES FOR TRANSPORTATION OF BUTENE-1 FROM GAIL , PATA PLANT (DIST. AURIYA, UP) TO BCPL, LEPETKATA PLANT (DIST. DIBRUGARH, ASSAM).	MT	5000			

Above rate is inclusive of all taxes & duties. However service tax shall be payable extra as per applicable service tax rule and submission of proper cenvatable Invoice

TOTAL AMOUNT IN FIGURES =

TOTAL AMOUNT IN WORDS =

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal: