



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150123/AJD

Date: 27.11.2015

To,

**BID DOCUMENT FOR HIRING OF SERVICE CONTRACT FOR
TRANSPORTATION OF POLYMER FROM BCPL'S PETROCHEMICAL
COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY
UNDER RATE CONTRACT.**

OPEN DOMESTIC COMPETITIVE BIDDING

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DEPUTY MANGER(C&P)

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**TRANSPORTATION OF POLYMER FROM
BCPL'S PETROCHEMICAL COMPLEX,
LEPETKATA TO VARIOUS ZONES ACROSS
THE COUNTRY UNDER RATE CONTRACT.**

SECTION-IA

NOTICE INVITING TENDER (NIT)



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A Govt. of India Undertaking)

NOTICE INVITING TENDER
(OPEN DOMESTIC COMPETITIVE BIDDING)

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

Sl. No.	Tender No.	NIT and Bid Document available on website from	Date of Pre Bid Meeting	Last date & time for submission of Bid
1.	BCPL/DIB/C&P/SER /20150123/AJD	27.11.2015	08.12.2015 at 11.00 Hours (IST) at BCPL, Lepetkata. Assam	29.12.2015 at 14.30 Hours (IST)

For further details, please visit our website (<https://www.bcplonline.co.in>) and GAIL website (<http://www.gailtenders.in>) and CPP portal.

For any queries, bidders may contact:

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

NOTICE INVITING TENDER (NIT)

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 systems for hiring of Service Contract for Transportation of Polymer from BCPL's Petrochemical Complex, Lepetkata to Various Zones Across The Country Under Rate Contract for a period of 01 year 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/20150123/AJD
1.2.3	Bid documents available on Website & BCPL office	From 09.00hrs on 27.11.2015 on www.bcplonline.co.in and www.gaitenders.in & CPP portal
1.2.3	Time Schedule/Period of Contract	For a period of 01 year & extendable for a further period of 06 months.
1.2.4	Pre-Bid Meeting	08.12.2015 on 11.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	29.12.2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un – priced bid at BCPL, Lepetkata	29.12.2015 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	C&P department BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	As per Table-I (EMD would be applicable based on which Zone bidder is offering).
	Tender Fees (non-refundable)	Rs. 5000.00 (Rupees Five Thousand Only)
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% (Please refer SCC and Scope of Work clause number 2.0) of annualized Contract Value in form of Bank Demand Draft or Bank Guarantee. 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, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Arunjyoti Dutta, DM(C&P) E-mail: ajdutta@bcplindia.co.in Ph. No. +91-373-2914636

TABLE-I

Table: EMD amount to be submitted by Bidder

Sl Number	ZONE	EMD Amount
1	North	20.00 Lacs
2	East	33.81 Lacs
3	Northeast-1	20.00 Lacs
4	Northeast-2	9.82 Lacs
5	South	5.3 Lacs
6	West	12.00 Lacs

Participating Bidder's Confirmation:

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

Sl Number	ZONE for which Bidder is participating	EMD Amount	Bid has been submitted for (Please mark "Yes" in participating zone)
1	North		
2	East		
3	Northeast-1		
4	Northeast-2		
5	South		
6	West		

EMD details (DD/BG detail): EMD amount of Rs.....has been submitted vide DD/BG Numberagainst the following participating Zones:

In case bidder quotes for more than one zone, the bidder is required to mention the name of quoted zones clearly in their bid and submit EMD on cumulative basis (i.e. by adding the specified values of the respective zones) for the zones for which bid has been submitted failing which the bid of such bidder shall be rejected for all the quoted zones.

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.**

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

Bidders are required to submit the DD (tender fee, if applicable) alongwith EMD in Physical form. **The bidder who has already submitted tender fee or accompanied with DD during 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 the office of DGM, C&P department as per the date mentioned above. In the event of the tender being cancelled, the tender fee will be refunded to the concerned bidders.

- 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) **EARNEST MONEY DEPOSIT/BID SECURITY**

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

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

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

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

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

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

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

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

3) **BIDDER’S ELIGIBILITY CRITERIA:**

3.1 Technical BEC:

- a) The bidder should have executed at least one single order / contract of similar nature of work anywhere in India in the preceding seven years reckoned from the due date of bid submission having value as detailed below:

Zone	Single order value (Rs. in Crores)
Northeast1	5.3
Northeast2	2.46
East	16.9
West	3.01
North	9.59
South	1.33

Note: In case bidder quotes for more than one (01) Zone, the requirement of single order / contract value shall be on cumulative basis for the quoted Zones.

- b) The bidder should be an “Approved Carrier / Transporter” as per the Indian Banks’ Association and must submit certificate clearly certifying the status of the bidder as “Approved Carrier / Transporter”.
- c) The bidder should be a registered entity as per the “Carriage by Road Act, 2007” and must submit certificate issued by Road/State Transport Office in this regard.
- d) For running contract, if the actual executed value (for partially executed contract) is equal to or more than the value indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value criteria, for which a certificate from the client showing executed value prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement. The copies of work order / agreement and execution certificate from client should be duly certified/ attested by Chartered Engineer and notary public with legible stamp.

3.1.1 Documents to be submitted in support of BEC (Technical)

- (i) The bidder shall submit copies of work order / agreement and its completion certificate issued by the client showing reference no. of work order / agreement, actual date of completion of job, completion value etc.
- (ii) Copy of certificate clearly certifying the status of bidder regarding “Approved Carrier / Transporter” as per the Indian Banks’ Association duly certified/ attested by Chartered Engineer and notary public with legible stamp.
- (iii) Copy of certificate issued by Road/State Transport Office indicating bidder is a registered entity as per the “Carriage by Road Act, 2007” duly certified/ attested by Chartered Engineer and notary public with legible stamp.
- (iv) All the documents submitted towards technical BEC specified above at sl. no. (i) to (iii) should be duly certified/ attested by Chartered Engineer and notary public with legible stamp.

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

3.2 Financial BEC:

- a) The minimum Annual Turnover of the Bidder as per their audited financial results in any one of the three preceding financial years (FY 2012-13, 2013-14, 2014-15) shall be as under:

Zone	Minimum Annual Turnover Requirement (Rs. in Crores)
Northeast1	5.3
Northeast2	2.46
East	16.9
West	3.01
North	9.59
South	1.33

Note: In case bidder quotes for more than one (01) Zone, the requirement of minimum turnover shall be on cumulative basis for the quoted Zones clubbed together.

b) Net worth :

Net worth of the Bidder shall be positive as per the last audited financial statement i.e. FY 2014-15.

c) Working capital:

The minimum working capital of the Bidder as per the last audited financial statement i.e. FY 2014-15 shall be as under:

Zone	Working Capital(Rs. in Crores)
Northeast1	1.06
Northeast2	0.49
East	3.38
West	0.61
North	1.92
South	0.27

Note:

- In case bidder may quote for more than one Zone, the requirement of Working Capital shall be on cumulative basis for the quoted Zones clubbed together.
- If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crores, confirming the availability of the line of credit to cover the inadequacy of working capital to meet the working capital requirement. (As 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 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.

- 3.2.1 However, Bids of Joint Venture/Consortium not acceptable.
- 3.2.2 Experience acquired by a bidder as a sub-contractor shall not be considered for qualifying the experience criteria of BEC.
- 3.2.3 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.

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.

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

3.3 BID EVALUATION METHODOLOGY :

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

1. Three (03) transporters each for Northeast-1, East and North zones i.e. a total of 09 transporters.
2. Two (02) transporters each for Northeast-2, South and West zones i.e. a total of 06 transporters.

3.3.1 The following evaluation / selection methodology shall be adopted:

- a. Three (03) transporters each for Northeast-1, East and North zones shall be selected at zone-wise L1 rate.

For this purpose, L2, L3 transporters in each zone shall be asked to match L1 rate. In the event of L2/L3 transporter not agreeing to match L1 rate, possibilities shall be explored with L4, L5, L6, L7..... and so on so as to select 3 (three) transporters at L1 rate for Northeast-1, East and North zones.

In case, L2,L3...doesn't match L1 price, the entire quantity shall be awarded to L-1 bidder as per distribution methodology.

- b. Two (02) transporters each for Northeast-2, South and West zones shall be selected at zone-wise L1 rate.

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

In case, L2, L3...doesn't match L1 price, the entire quantity shall be awarded to L-1 bidder as per distribution methodology.

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

- 3.3.2** In case of tie between bidders, preference would be given to the bidder having higher turnover **in FY 2014-15.**

3.4 DISTRIBUTION OF QUANTITY:

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

a. Northeast-1, East and North (Desired transporters : 3 each)

Scenario I:

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

L1 – 50 %, L2- 30 % and L3-20%

Scenario II:

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

L1 – 60 % and L2- 40 %

Scenario III:

If only one transporter is found L1, due to non-matching / non-quoting of rates, then the entire quantity shall be allocated to the L-1 transporter.

b. Northeast-2 South and West zones (Desired transporters: 2 each)

Scenario I:

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

L1 – 60 % and L2- 40 %

Scenario II:

If only one bidder is found L1, due to non-matching / non-quoting of rates, then the entire quantity shall be allocated to the L-1 transporter.

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

3.6

- a. If a bidder quotes for more than one zone, his bid will be considered for priced bid opening only for the zones which the bidder individually qualifies based on the single work order value. (example: if a bidder is having single WO with completion certificate as per BEC for a value of Rs.12 Crore, his bid shall not be considered for opening of Price bid for East Zone having Single WO value criteria of 16.9 Crore).
- b. If a bidder quotes for more number of zones and qualifies for lesser number of zone(s), in such a situation, his bid for all the quoted zones (except for the zones mentioned at 3.6 (a))as quoted shall be evaluated and in terms of clause no. 3.3 above, the particular bidder shall also be given opportunity for matching L-1 rate (if required) for all the quoted zones (except for the zones mentioned at 3.6(a)). However, the order shall be placed on “least cost to BCPL” basis in terms of the tender document and limited to the no. of zone(s) for which the bidder qualifies the BEC .BCPL’s decision in this regard shall be final and binding on the bidder.

3.7 The said job/service is splittable and hence job is to be awarded to MSME vendor as per Public Procurement Policy, 2012 in conjunction with ITB Clause number 44 :

In case Micro and Small Enterprises quoted prices within the price band of L1+15% and are **not** L2, L3 bidder (where three transporters are desired) or L2 (where two transporters are desired), they shall also be allowed to provide a portion of requirement by bringing down their prices to L1 price and small enterprises shall be allowed to provide up to 20% of the total tendered value (for respective zone). In case of more than one such Micro and Small Enterprises, the job shall be shared proportionately (to tendered quantity for respective zone). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- **Copy of P. F. certificate. (if any)**
- **Copy of service tax registration certificate**
- **Copy of PAN Card.**
- **Attested copies of all the relevant documents in support of SSI, MSE unit. (Chartered A/C or Statutory Auditor as per requirement)**

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection

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

4) EARNEST MONEY DEPOSIT / BID SECURITY:

As per Table-I. 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. 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) 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 Four Days (04) 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 pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.
- d) The bidder who has already submitted tender fee or accompanied with DD during meeting will only be allowed to attend pre-bid meeting.

6) PERIOD OF CONTRACT:

The period of contract would be 01 year. (Please refer SCC).

7) VALIDITY PERIOD OF OFFER:

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

8) VAT / CST No.:

Please provide VAT/CST no.(if any)

9) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- 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 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.

10) TERMS OF PAYMENT:

As per Special Condition of Contract of SECTION-III.

11) PRICE REDUCTION SCHEDULE:

Please refer Special Conditions of Contract (SCC).

12) 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.

13) 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.

14) 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.

15) FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of

submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for 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.

16) REJECTION CRITERIA:

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

- (i) Firm Price
- (ii) EMD
- (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.

17) 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)
- iii) Instruction to Bidders
- iv) Special conditions of contracts
- v) General conditions of contracts.

- 18)** All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-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.

*Please specify Tender Document no. in all correspondence.

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

Yours faithfully,

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

A. J. DUTTA

DY. MGR. (Contracts & Procurement)

E-Mail: ajdutta@bcplindia.co.in

Ph no: 0373-2914636

FORMAT-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: 2012-13	
Year 2: 2013-14	
Year 3: 2014-15	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

DESCRIPTION		YEAR 2014-15 (AMOUNT - CURRENCY)
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (Current Assets-Current liabilities)	
4.	Net Worth (Paid up share capital and Free Reserve & Surplus)	

Name of Audit Firm/
Chartered Accountant
Date:
Designation:
Seal:
Membership no.

[Signature of Authorized Signatory]

Name:

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."

**TRANSPORTATION OF POLYMER FROM
BCPL'S PETROCHEMICAL COMPLEX,
LEPETKATA TO VARIOUS ZONES ACROSS
THE COUNTRY UNDER RATE CONTRACT.**

SECTION-IB

CUT-OUT SLIP

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

BID DOCUMENT NO.: BCPL/DIB/C&P/SER/20150123/AJD

ITEM: BID DOCUMENT FOR HIRING OF SERVICE CONTRACT FOR TRANSPORTATION OF POLYMER FROM BCPL'S PETROCHEMICAL COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY UNDER RATE CONTRACT

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 29.12.2015

Date and time for opening of bids: 15.00 hrs (IST) on 29.12.2015

From:

to:

	CONTRACT AND 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
--	---

(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/20150123/AJD

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

**TRANSPORTATION OF POLYMER FROM BCPL'S
PETROCHEMICAL COMPLEX, LEPETKATA TO
VARIOUS ZONES ACROSS THE COUNTRY UNDER
RATE CONTRACT.**

SECTION-IIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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7. SERVICE TAX
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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:**

Please refer SCC Clause Number 2.

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 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 Request of Quotation (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 5 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:

BCPL would make payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-Banking/RTGS/NEFT mode. Format for vendor bank account detail is enclosed at Mandate Form F-15 to submitted along with a cancelled cheque

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.
- 29.4 Bidder if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL shall respond quickly.

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 BCPL will evaluate and compare the Bids previously determined to be substantially responsive pursuant to "ITB: Clause-29, above.
- 32.2 The service tax as applicable and to be borne by BCPL shall not be added for the purpose of evaluation. Pursuant to the "ITB: Clause-29", Total quoted price excluding service Tax of all the 'Techno-Commercially Acceptable Bidders' shall be considered for evaluation.
- 32.3 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 Please refer NIT Clause No. 3.3 & 3.4.

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 in Special Condition of Contract & 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 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/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

A.1”Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2”Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3”Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6”Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ices.

A.8”Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

A.9”Investigating Agency” shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

its Earnest Money Deposit (EMD) shall be forfeited.

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

B.2 Irregularities noticed after award of contract

(i) DURING EXECUTION OF CONTRACT:

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

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

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

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

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

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

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

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

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

B 2.2 below from the date of issue of banning order.

B.2.2 PERIOD OF BANNING

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

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

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency shall not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. PROCEDURE FOR SUSPENSION OF BIDDER

D.1 INITIATION OF SUSPENSION

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

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

D.2 SUSPENSION PROCEDURE:

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

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

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

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

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause

notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

D 3 EFFECT OF SUSPENSION OF BUSINESS:

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

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

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

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

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

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

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

D.3.4 The bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Chemical and Fertilizer and (ii) bidder is not banned by any Government department/ Public Sector.

F. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

F.2 Appellate Authority (Appellate Authority shall mean committee consisting of Director Finance and Managing Director of BCPL) would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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

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

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. **PUBLIC PROCUREMENT POLICY (PPP), 2012**

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises AND accordingly Bid submitted by MSEs shall be processed as under :

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1,L2,L-3(as the case may be as referred in clause 3.7 of NIT) price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) In case tendered item is non-splittable or non-dividable MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. **This subject tender is splittable.**
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) **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.**
- viii) 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.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) 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.

SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER

**TRANSPORTATION OF POLYMER FROM BCPL'S
PETROCHEMICAL COMPLEX, LEPETKATA TO
VARIOUS ZONES ACROSS THE COUNTRY
UNDER RATE CONTRACT.**

SECTION-IIB

ATTACHMENT I

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

To
BRAHMAPUTRA CRACKER AND POLYMER LIMITED,

P.O. LEPETKATA,-786006
DISTRICT – DIBRUGARH
ASSAM

Sub: TENDER NO. BCPL/DIB/C&P/SER/20150123/AJD FOR “TRANSPORTATION OF POLYMER FROM BCPL’S PETROCHEMICAL COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY UNDER RATE CONTRACT”

1-1	Bidder Name:	
1-2	Number of Years in Operation:	
1-3	Status of Firm/Company:	
1-4	Address of Registered Office:	_____ City: _____ District: _____ State: _____ PIN/ZIP: _____
1-5	Operation Address (if different from above)	_____ City: _____ District: _____ State: _____ PIN/ZIP: _____
1-6	Telephone Number	_____ (Country Code) (Area Code) (Telephone Number)
1-7	E-mail address	
1-8	Fax Number	_____ (Country Code) (Area Code) (Telephone Number)
1-9	Website	
1-10	Name & Designation of Contact Person	
1-11	ISO Certificate, if any {If yes, please furnish details}	
1-12	Service Tax Number	_____ [Enclose Copy of ‘Service Tax Registration Certificate’]

1-13	EPF/PF Registration Number	[Enclose Copy of EPF/PF Registration Certificate]
1-14	PAN No	[Enclose Copy of PAN Registration Certificate]
1-15	We (Bidder) are cover under the definition of section 2 (n) of the MSMED	Yes/No (If the response to the above is. “Yes”, Bidder is Micro/Small, bidder need submit document as stated in clause no. 44 of ITB.)
1-16	Status of MSMED	Micro/Small/Medium
1-17	Whether MSE is owned by SC/ST Entrepreneurs	Yes/No (If the response to the above is. “Yes”, Bidder to submit document as stated in clause no. 44 of ITB.)

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: +913732914611

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 T h r e e (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 fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

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

SEAL AND SIGNATURE
DATE:

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

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

LIST OF ENCLOSURES

To

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

Sub: TENDER NO. BCPL/DIB/C&P/SER/20150123/AJD FOR “TRANSPORTATION OF POLYMER FROM BCPL’S PETROCHEMICAL COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY UNDER RATE CONTRACT”

Dear Sir,

A. We are enclosing the following documents in Physical form as part of the e-bid:

1. Letter of Authority (Form F-5)
2. Power of Attorney of the signatory to the Bidding Document and Integrity Pact in physical form*
3. Bid Security/EMD
4. Bid Document Fee

B. We are enclosing the following documents.

1. Document specified in clause no. 12 of ITB.
2. Documentary evidence required for meeting the stipulated bid evaluation criteria of bidding document.
3. Copy of Bidding Documents along with addendum/Corrigendum no _____ duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents.
4. Copy of Audited financial statements duly notarised.

Place:
 Date:

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

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

We, the -----Bank at-----having our Head Office ----
 -----(Local Address) guarantee and undertake to pay
 immediately on demand without recourse to the bidder by 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):**(SIGNATURE)**

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No. _____

Date: _____

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
'NEGOTIATIONS'/'PRE-BID MEETING'/'UN-PRICED BID OPENING'/'PRICED BID
OPENING'**

Ref: No.

Date:

To,

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

Dear Sir,

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

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

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

Yours faithfully,

Place:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

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

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
“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:
Date:

(Signature of Authorized Signatory of Bidder)
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: +91373291461

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

NOTE: The Queries may be sent by e-mail to: ajdutta@bcplindia.co.in before due date for receipt. 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 Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

SEAL AND SIGNATURE OF BIDDER

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

To:

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

Dear Sir(s),

M/s _____ have been awarded the work
 of _____ for Brahmaputra Cracker &
 Polymer Limited, Dibrugarh – 786006, Assam.

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

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

1. We _____ hereby undertake and agree
 with you that if default shall be made by M/s ---- ----- in
 performing any of the terms and conditions of the tender or in payment of any money payable to
 Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may
 direct the said amount of Rupees----- only or such portion thereof not exceeding the said
 sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee,
 postpone for any time or from time to time the exercise of any of the powers and rights
 conferred on your under the contract with the said -----and to
 enforce or to forbear from endorsing any powers or rights or by reason of time being given to
 the said -----which under law relating to the sureties would but for
 provision have the effect of releasing us.
3. Your right to recover the said sum of Rs. ----- (Rupees -----
 -----) from us in manner aforesaid will not be affected or suspended
 by reason of the fact that any dispute or disputes have been raised by the said M/s -----
 -----and/or that any dispute or disputes are pending before any
 officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or
 winding up dissolution or changes of constitution or insolvency of the save said but shall in all

respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

DECLARATION**To**

Brahmaputra Cracker & Polymer Ltd.
“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.

“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

Dear Sir,

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

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

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

- i. Postal Address : _____
- ii. Telephone Number : _____
- iii. Telefax Number : _____
- iv. Contact Person : _____
- v. E-mail Address : _____

B) Details of Contact person :

- i. Postal Address : _____
- ii. Telephone Number : _____
- iii. Fax Number : _____
- iv. Contact Parson : _____
- v. E-mail Address : _____

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

PROFORMA FOR CONTRACT AGREEMENT

LOA No.: BCPL / _____

Dated: _____

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

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

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

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

AND

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

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

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

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

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

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. _____

2. _____

1. _____

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	Provide Sales Tax (VAT / CST) Registration number. (If any)	
12	Confirm that submission of Contract Performance security (7.5% of annualized contract value) as per Bid Document in case of award.	

13	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
14	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
15	Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
16	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.	
17	Confirmed that all terms and conditions of the tender are acceptable in totality	
18	Confirm that the prices are quoted as per clause 13.0 of ITB.	
19	Bidder's name and address	
20	Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
21	Confirm acceptance of Terms of Payment as specified in the Bid Document.	
22	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'.	
23	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	
24	a) MSME Clause/PPP relevant document (If applicable)	
	i) SC/ST along with proof	
	ii) Chartered Accountant /Statutory Auditor Certificate	
	iii) Proof of nature of firm	

	b) Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
	c) Bidder hereby confirms that we are registered under MSME and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender.	YES /NO
25	Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
26	Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
27	SOR has been signed & filled up as quoted exactly in the same format of NIT	
28	All items of each SOR has been quoted	
29	Confirmation of compliance for Period of Contract as per SCC	

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 Stamp : _____

**(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: _____ dated2015 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 :

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

SL. NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No.
		YES	NO	
1	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.			
2	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
3	Have you enclosed No deviation form, duly filled signed & stamped.			
4	Have you enclosed complete tender duly signed & stamped.			
5	Have you enclosed Copy of PAN card			
6	Do you confirm that you will submit the cenvatable invoice if you get order.			
7	Have you submitted Corrigendum /Pre-bid queries?			
8	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).			
9	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.			

CHECK-LIST FOR SUBMISSION OF DOCUMENTS FOR MEETING BEC

Sl. No	Description	Bidders Confirmation
1.	Single Order Experience Criteria: i. Please confirm whether the copy of work order/agreement has been submitted. ii. Please confirm whether the completion certificate/certificate from the client showing executed value one prior to the date of bid submission (for running contract) for the above work order/agreement has been submitted. iii. Please confirm whether the completion certificate contains the details like reference no. of the work order/agreement, actual date of completion of job and executed value, Issuing Officer detail etc.	Yes/No Yes/No Yes/No
2.	Indian Bank's Association certificate: Please confirm that the Indian Banks' Association certificate as mentioned in the BEC has been submitted.	Yes/No
3.	Registration certificate as per "Carriage by Road Act, 2007" Please confirm that copy certificate issued be Road/State Transport Office indicating bidder is a registered entity as per the "Carriage by Road Act, 2007" as mentioned in the BEC has been submitted.	Yes/No
4.	Please confirm document submitted towards technical BEC specified above are duly certified/attested by Chartered Engineer and notary public with legible stamp.	Yes/No
5.	Financial Criteria: Please confirm whether Copy of Audited Financial Statements, including Balance Sheets, Profit & Loss Account for last three preceding financial years duly certified/attested by notary public with legible stamp submitted.	Yes/No

6.	Please confirm that Format A duly signed and stamped by a chartered accountant in prescribed format has been submitted.	Yes/No
----	---	--------

Place:
Date:

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

**REQUEST FOR RECEIVING E-PAYMENTS FROM BCPL DIRECTLY IN THE BANK
ACCOUNT OF THE VENDOR/CONTRACTOR**

To

Manager (F&A),
Brahmaputra Cracker & Polymers Ltd
Dibrugarh, Assam

Subject: Consent for receiving payments against contract/supplies executed with BCPL in Bank Account through NEFT/RTGS mode

Dear Madam/ Sir,

This is to confirm that I, Shri/ Smt. / Ms. _____
(Name of vendor/contractor) have Savings /Current a/c No _____
with _____ (Name of the Bank)
at _____ (Branch Name and Address), whose code no is
_____ (Branch Code) and IFSC code is _____ (IFSC Code) to which
payments can be released through NEFT/RTGS by M/s BCPL.

Thanking You,
Yours truly,

(Signature of vendor/contractor)

Name : _____

Address : _____

Encl : Cancelled Cheque

CERTIFICATE FROM BANK

This is to certify that Savings Account No. _____ is maintained by Shri/ Smt./
Ms. _____ (Name of vendor/contractor)
with _____ (Name of the
Bank) _____ (Branch Name and
Address), _____ (Branch Code), _____ (IFSC Code), to which payments can
be Released through NEFT/RTGS by M/s BCPL

(Signature with Seal of Bank)

Branch Manager/Authorised Signatory

CERTIFICATE

To,
Dy. Manager (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMIN BUILDING”, P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN – 786006
FAX: 0373 – 2914636

Sub: TENDER NO. BCPL/DIB/C&P/SER/20150123/AJD FOR “TRANSPORTATION OF POLYMER FROM BCPL’S PETROCHEMICAL COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY UNDER RATE CONTRACT”

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for “THE TRANSPORTATION OF POLYMER FROM BCPL’S PETROCHEMICAL COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY UNDER RATE CONTRACT”, the following Certificate shall be automatically enforceable:

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

Place:
Date:

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

**ENTERPRISE'S INFORMATION WITH RESPECT TO THE MICRO, SMALL AND
MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006
(APPLICABLE FOR INDIAN BIDDERS ONLY)**

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

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.

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.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

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

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lacs
Small	More than INR 25 Lacs but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) **Providing or rendering services**

Nature of enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lacs
Small	More than INR 10 Lacs but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 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

- I. Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

“We (Bidder) confirm that we are a micro/small/medium enterprise under the MSMED Act 2006.” (Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bidding Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

- II. Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.
- III. In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - c) 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.

If the Bidder is a micro/small enterprise and have **filed** a memorandum with the specified authority, then Bidder to confirm the following:

“We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act ____ (Yes/No).”

If the response to the above is “Yes”, Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bidding Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

Place:
Date:

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

Participating Bidder's Confirmation:

We are submitting our bid for the following (s) Zones:

SI Number	ZONE for which Bidder is participating	Bid has been submitted for (Please mark “Yes” in participating zone	Single Work Order Number and Completion Certificate Detail to fulfill the eligibility Criteria
1	North		
2	East		
3	Northeast-1		
4	Northeast-2		
5	South		
6	West		

Please submit separate sheet if required for Format -17(a)

**TRANSPORTATION OF POLYMER FROM
BCPL'S PETROCHEMICAL COMPLEX,
LEPETKATA TO VARIOUS ZONES ACROSS THE
COUNTRY UNDER RATE CONTRACT.**

SECTION III

**SPECIAL CONDITIONS OF CONTRACT
[SCC]**

SPECIAL CONDITION OF CONTRACT**SPECIAL CONDITIONS OF CONTRACT-TECHNICAL****1.0 SPECIAL CONDITIONS OF CONTRACT****1.0 TERMS OF PAYMENT:**

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

1.1 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

2.0 SERVICE TAX:

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

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

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

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

- 3.3 The Transporter is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 3.4 The Transporter is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 3.5 The Transporter shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 3.6 The Transporter shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 3.7 The Transporter shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 3.8 The Transporter shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 3.9 All personnel deployed by the Transporter should be on the rolls of the Transporter.
- 3.10 The Transporter shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 3.11 The personnel to be deputed by the Transporter shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of Transporter. Transporter has to strictly adhere to guidance, instruction when required.
- 3.12 Transporter shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the Transporter or authorized person on behalf of Transporter. Also the Transporter should obtain entry passes from CISF through engineer-in-charge for his employees.
- 3.13 Transporter has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated. Also the Transporter has to provide police verification for all the persons deployed by him.
- 3.14 While confirming to any of these conditions, the Transporter should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The Transporter shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

- 3.15 All existing and amended safety / fire rules of BCPL, Lepetkata are to be followed within the Lepetkata plant or service center.
- 3.16 Transporter shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 3.17 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Transporter.
- 3.18 Before undertaking jobs, Transporter shall take work order from Engineer-in-charge and same shall be returned after completion of job.
- 3.19 All types of transport connected with the work shall be in the scope of the Transporter.
- 3.20 Technicians/ supervisors deployed by the Transporter should be technically qualified for fulfilling the contractual obligation.
- 3.21 In case of accident, injury and death caused to the employee of the Transporter while executing the work under the contract, the Transporter shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / deceased. Transporter shall indemnify BCPL from such liabilities.

The Transporter shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

4.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:

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

5.0 UNDERTAKING

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

6.0 PF Registration:

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

7.0 The deployed labour by the Transporter shall be directly controlled / supervised /

directed by the Transporter himself or his representatives.

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

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

b. Violation as above resulting in:

b.1. Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs. 2,00,000.00) per injury in addition to Rs. 5,000.00 as in para 8.0.a, above.

b.2. Fatal accident, a penalty of 1% of the contract value (maximum of Rs. 10, 00,000.00) per fatality in addition to Rs. 5,000.00 as in para 8.0.a, above.

The enclosures attached as Annexure – I to be must be submitted along with your offer. Further bidder shall provide details of their Environmental Policy as per SCC-Annexure - IV

10.0 The amount of CPBG/SD shall be 7.5% of the annualized value of the contract which will be valid for 90 days beyond the contract period.

10.1 Defect Liability Period shall not be applicable.

10.2 Bonus for early completion shall not be applicable

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

Total nos. of employees :
Working hours / day :
Nos. of days worked :
Total man hours worked : (total nos. of employees X working hrs / day X no. of days worked)
No. of fatalities :
No. of major injuries :
No. of three days injuries :
Nos. of minor injuries :
Total nos. of occupational : Diseases/illness

A: SAFETY INFORMATION TO BE SUBMITTED BY TRANSPORTER:

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

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

B. STATUS OF SAFETY – GADGETS

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

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

C. INCIDENT STATUS

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

D. INSPECTION RECORD

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

Signature of Site In-charge

Transporter's Signature_____

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

To

Brahmaputra Cracker and Polymer Limited

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

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

For

(Authorized Signatory)

DETAILS OF ENVIRONMENT POLICY:

To

Brahmaputra Cracker and Polymer Limited

Sub: Details of Environment Policy

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

Place:
Date:

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

**TRANSPORTATION OF POLYMER FROM
BCPL'S PETROCHEMICAL COMPLEX,
LEPETKATA TO VARIOUS ZONES ACROSS
THE COUNTRY UNDER RATE CONTRACT.**

SECTION IV

SCOPE OF WORKS

SCOPE OF WORK

INTRODUCTION:

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

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

1.0 SCOPE OF WORK:

- i. Transportation of Polymer, packed in woven sacks of 25 kgs each, from Lepetkata to various zones / destinations throughout the country.
- ii. It shall be the responsibility of the transporters to ensure placement of trucks as per the indent issued by BCPL within 24 hrs.
- iii. The transporter shall undertake loading of polymer from BCPL Lepetkata plant as per the loading capacity of the truck as per the RTO provisions, and unloading & stacking the same at the receiving destinations / warehouse.
- iv. The transporter shall ensure that the entire documentation for transportation of material like Invoice, Challans, Road Permits, Way Bills, Excise Documents, and declaration forms under Sales Tax Law and / or any other documents as per the prevailing rule have been complied/collected with before dispatch of vehicle from BCPL plant.
- v. It shall be the responsibility of the transporter to complete all formalities/documentation/payment of Octroi whenever applicable. The Octroi amount, however, shall be reimbursed to the transporter against submission of documentary evidence.
- vi. Submission of consignee copy of LR/GR along with the Transporters copy of Invoice at the respective destination.
- vii. Obtain the “Receipt Details” at the back of the Drivers copy of LR / GR, from the receiving customer / consignment stockiest.
- viii. Submission of transportation bills along with Drivers copy of LR / GR duly

- endorsed by the receiving customer / warehouse with full “Receipt Details”.
- ix. In case of any loss to consignment the transporter shall undertake to complete all Insurance formalities through consignee / consignor with intimation to Marketing Dept. Lepetkata and the respective GAIL zonal office.
 - x. The detailed descriptions of job along with the correlated clause have been incorporated in the Special Conditions of Contract which may be referred for further clarification.
 - xi. Rates per MT per Km will remain same for any location within the Zone. The zones have been defined in Clause No:

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

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

3.0 PAYMENT TERMS

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

Payment of transportation bills will be made by BCPL within 30 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by Engineer-In-Charge of the transportation contract. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment. In case, where the transporter wishes to avail Concessional TDS, they are required to submit the requisite certificate at the time of submission of the contract agreement itself. It will be the responsibility of the transporter to ensure timely submission of any exemption certificate for every new financial year, failing-which TDS at the regular prevailing rates shall be applicable and will not be reimbursed/refunded later on.

4.0 QUANTUM OF WORK

BCPL does not commit itself to any particular quantum of work in each of the zone / destinations allotted to the transporter and the quantity is likely to vary from time to time. BCPL is not bound by the Annual Transportation quantities indicated in the tender document. The quantities mentioned in schedule of rates (SOR) are based on approximation and are subject to change depending upon requirement.

BCPL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporters / transporters for lower quantity dispatched vis a vis indicated quantity.

However, the likely state / zone-wise product movement is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of bids.

EVALUATION & SELECTION OF TRANSPORTERS (As per clause No. 3.3 & 3.4 of NIT)

5.0 CONTRACT PERIOD

The start date of contract will be considered from the date of 1st intimation by BCPL for deployment of vehicle and not from the date of LOI. The latest date of intimation (For 1st instant) by BCPL for deployment of vehicle will be 1 year from the date of FOI/LOI/LOA.

However, it will be open to BCPL to extend the contract for a further period of 06 months on the same terms and conditions or BCPL can terminate the transportation contract at any time by giving 30 days notice without assigning any reason thereof.

6.0 CAPACITY AND SUITABILITY OF TRUCKS

The Transporter, as owner, offering trucks and as transporter/transporters offering attached trucks shall provide the registration number, Engine No., Chassis Number and all the particulars of the ownership or otherwise, in respect of the trucks to BCPL, which will be operated by the transporter for the purpose of transportation under agreement.

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

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

6.2 It will be the responsibility of the transporter to ensure that the deployed truck is

equipped with all the permits & licenses (e.g. interstate road permit, Challans, Excise documents, Declaration forms under Sales Tax law, Road Tax and all other Tax certificates) required for authorized road movement before dispatch from BCPL premises. The Transporter should also ensure that the Driving License of the driver is valid during the period of transportation. Any losses / consequences arising due to non-compliance of the above shall be the sole responsibility of the transporter and such costs shall be borne by the Transporter.

- 6.3 Owned or otherwise belong to the transporter / transporters, that the trucks are hired/do not belong to the transporter / transporters shall not absolve the transporter / transporters from any of the obligations under this contract or mitigate the liabilities arising out of breach of the conditions implied or expressed therein.
- 6.4 Trucks provided should be fit to carry the product over long distance(s) and deliver the consignment in good condition without trans-shipment (except in cases where transshipment is allowed) and without damage to the consignment. BCPL will have full power to refuse to put such trucks to use which they deem unfit for road and shall not make payments for detention / hire charges for such trucks. Transporter shall be held accountable for any malpractice / adulteration en-route. Wherever Transshipment is allowed by BCPL, it will be the responsibility of the Transporter to ensure timely delivery in good condition without damage to the consignment. Special care with regard to material cover to avoid ingress of moisture during rains is required to be taken by the transporter.
- 6.5 Trucks blacklisted / suspended shall not be offered by the transporter.
- 6.6 Transporter shall be responsible for any act / omission / misconduct and attempts to pilfer products by the truck crew of all trucks offered for operating the agreement. Any action taken by BCPL against such errant truck operators / crew shall not be challenged by the transporter in any court of law.
- 6.7 To safeguard the quality of material while loading at LEPETKATA and en-route transportation up to final destination and unloading at CS / customer warehouse, transporters must ensure the following:
 - 6.7.1 Trucks should be provided with adequate good quality tarpaulins to ensure that there is no water ingress or contamination in any form of the transported material.
 - 6.7.2 Trucks provided are properly covered with Tarpaulins from the bottom, sides, and top before entry / loading.
 - 6.7.3 Products to be covered from the top (in between the roof and top portion of material/Product) with additional Plastic sheet for added protection from seepage of rain water etc.

- 6.7.4 Vehicles to be covered with Tarpaulin from back, soon after loading before exit.
- 6.7.5 In case of Half Body Truck - covering of material should progress simultaneously along with loading and material to be fully covered with tarpaulins/plastic sheet before removal from Loading Bay.
- 6.7.6 Transporter / Driver to be advised to provide Slant Roof, to avoid formation of water pockets and subsequent seepage.
- 6.7.7 Trucks with containerized body shall be preferred provided the body is not damaged and is in perfect roadworthy condition.

7.0 QUANTITY:

- 7.1 It shall be the responsibility of the Transporter to ensure that the weight of the goods loaded for consignment in the vehicle is within the permissible limits prescribed by the RTO Registration book and the RTO rules and regulations prevailing in various states from time to time. The Transporter shall solely be responsible and bear the loss and damage, If suffered, by BCPL on account of violation and / or breach of weight limits prescribed in the RTO registration book. BCPL shall not be liable to pay any detention or any other charges or hire charges in respect of those vehicles that do not conform to the specifications prescribed in the RTO registration book.
- 7.2 The Transporter's driver should satisfy themselves regarding the weights and quality of the bags at the time of collecting the goods from BCPL warehouse. In the event of any shortfall in the weight and quality is recorded at the destinations, necessary deductions will be made from the Transporter's bills or shall be recovered from Security Deposit / BG/pending bills for payment.
- 7.3 Deductions as detailed in Clause 12.4.2 shall be applicable on the shortages mentioned as per the receipt details given on the back of GR / LR copy
- 7.4 In case of introduction of dispatch of material by automatic / manual Weighment system by BCPL before and after loading of material / product, necessary changes shall be incorporated / implemented in the transportation contract and shall be binding on the transporter.

7.5 PRODUCTS & PACKAGING

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

PRODUCT	FORM/SHAPE	NATURE OF PACKAGING	NET WT./ BAG(KGS)
HDPE	Granules	PLASTIC WOVEN SACKS	25

LLDPE	Granules	PLASTIC WOVEN SACKS	25
PP	Granules	PLASTIC WOVEN SACKS	25

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

8.0 THE CONTRACT RATES

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

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

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

8.1.2 **The Insurance premium charges at actuals as prevailing at the time of despatch.**

Transporters may please take into account all clauses under special conditions of the contract while quoting.

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

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

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

8.5 PRICE VARIATION

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

The formula for Price Variation is:

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

Difference in Freight charges
after

Revision of HSD price = $\frac{(\text{Revised HSD price} - \text{Base HSD price}) \text{Rs /Km/MT}}{4 \times \text{Truck Load of 16 MT}}$

where 4 is the Km per liter of HSD

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

- 8.5.2 The above calculations shall be governed as per the distance mentioned in **Annexure-I** for all the destinations, and shall be accepted and binding on the Transporter. However, payments shall be made as per the actual distance & Quantity of product moved to the destination.
- 8.5.3 In case the final destination of the material falls within **50 KMs radius** of the pre-defined destination as per the list, there shall not be any change in the Freight rate(s), provided the new destination falls within the same State / Union Territory.

8.6 RETURN OF POLYMER :

- 8.6.1 If so required by BCPL, on case to case basis, the transporter shall have to transport rejected / returned polymer from any destination back to BCPL's works at Lepetkata. Such consignments shall have to be delivered at BCPL - Lepetkata at the earliest along with all related documents i.e. returned Excise Invoice, sales tax form, copy of dispatch advice, excise documents, and all other forms required for inward transportation of product to Lepetkata. It will be the responsibility of

the transporter to collect Cenvat copy of Invoice and other necessary documents from the party which is returning material and to deliver such documents along with the material safely at BCPL, Lepetkata. Any consequences / penalty arising due to non-compliance of statutory rules & regulation / negligence by the transporter during return of polymer shall be borne by the transporter.

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

9.0 PLACEMENT OF TRUCKS AND PERFORMANCE OF CONTRACT

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

9.2 DESPATCH PLAN & PLACEMENT

- 9.2.1 Reporting time of Trucks: **8 A.M. to 4 P.M.** at entry gate at BCPL, Lepetkata.
- 9.2.2 Any truck reporting **after 4 p.m.** at the entry-gate will be loaded at the sole discretion of BCPL.
- 9.2.3 The Transporter will be responsible for taking daily Plan from MARKETING DEPT. at LEPETKATA. The cumulative dispatch program / plan will be displayed at the LEPETKATA Gate office Notice Board daily in the Evening hours. To help improve placement coordination, the Transporter may also indicate their e-mail address for communication of the dispatch program / plan by BCPL Marketing Dept.

9.3 NON PERFORMANCE PENALTY

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

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

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

9.3.2 NON PLACEMENT PENALTY WILL BE LEVIED AS FOLLOWS:

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

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

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

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

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

10.0 LOADING / UNLOADING / STACKING/ TRANSSHIPMENT:

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

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

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

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

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

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

10.5 Trans-shipment and / or part delivery of consignment during transit is strictly prohibited (except for the consignments as indicated in clause 10.6). In case of any violation, BCPL shall impose a penalty of Rs. 100/- per MT in case of transshipment and Rs 100 per MT in case of part-delivery of consignment. These deductions shall be over and above recovery of the value of the losses/ damages to the entrusted products in whatsoever manner due to breach of these conditions. Trans-shipment penalty shall not be applicable for consignments / Trucks which meet with an accident, however, the transporter shall furnish a copy of F.I.R clearly indicating the accidental Truck Number. The LD charges for such cases shall be applicable after expiry of Transit time Plus 48 Hours (grace period for completing statutory formalities). Any financial loss arising during transit due to loading /unloading/stacking etc or any other reasons shall be recovered from the transporter.

10.6 **Trans-shipment for the State of Pune, Wai (Dist. Satara), Sangli, Jalgaon,**

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

- 10.7 Transporter shall facilitate random physical checks of exiting trucks as desired by BCPL Security at its costs.
- 10.8 It will be essential that the transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with BCPL and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the product at BCPL premises. Any loss of product issued on the basis of GR / LR signed by the authorized representative of the transporter will be at the risk & cost of the transporter only. If however, any loading of product is undertaken in the trucks in the absence of such GR / LR signed by the authorized representative or in respect of any irregularity therein, the same will not absolve the transporter from liability in respect of transportation of such products.
- 10.9 The transporter will arrange to bring to use GR / LR's with pre-printed serial numbers only, which are exclusive for BCPL consignments. All other documents shall have to be furnished as per the BCPL's requirement – Goods Receipt (GR / LR) should be signed only by the authorized representative of the transporter. The reverse of the GR / LR's shall be provided with the format of acknowledgement for receipt of the consignment by the consignee.
- 10.10 The transporter shall give only clean & unconditional GR / LR's and remarks like "said to contain" or "at owners risk" will neither be valid nor accepted. Even if GR / LR's containing such remarks are issued, the terms & conditions of BCPL will prevail.
- 10.11 The transporter shall comply with all the statutory requirements as stipulated in various activities connected with the hiring of services of the contract labour deployed by him for loading / unloading. The transporter shall be solely responsible for non-compliance with any such statutory requirements. BCPL shall not have any liability on account of labour deployed by the transporter / transporter. Transporter will be responsible for providing adequate number of labourers at each warehouse/ location for loading/ unloading/ stacking. Any losses or damages caused by transporters labourers shall be recovered from transporter's bills. Transporter/ Transporter will have to arrange for Photo Entry Passes for labourers as per BCPL rules.

11.0 TRANSIT TIME & DELIVERY

- 11.1 **TRANSIT TIME:** The maximum acceptable delivery period (Transit Time) is

given in

Annexure I of Section – 4 “Scope of Work”. The consignment entrusted to the transporter must be delivered & stacked at destination warehouse/ installations assigned as per GR / LR Note / Invoice, within the maximum permissible transit period (excluding holidays, if they fall at the due delivery date). The delivery period (Transit Time) will be calculated from the next date of invoice to date of receipt / reporting as acknowledged by the consignee as given in **Annexure III, of Section – 4 “Scope of Work”**. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ **Rs 50/- PMT per Day**. If the date of receipt falls on Sunday / closed holidays / local holiday (as per the declaration submitted by the respective Branch / Zonal office) the next day will be treated as reporting day and no delay penalty/ detention will be applicable for that day.

- 11.2 In case of multipoint delivery of goods in the same Truck the date of reporting at the first destination shall be considered for the purpose of calculating the Late Delivery Penalty. The deliveries to other points should be made within one day from delivery at the first point by the same truck.
- 11.3 Consignment with-held by the transporter in their/or any other Godown / warehouse in transit without written permission from BCPL will attract late delivery, trans-shipment penalty as applicable and shall attract recovery of loss/ damage caused by expiry of insurance cover/ claim and all these losses will have to be borne by the transporter / transporter. This is applicable in cases of multipoint deliveries also.
- 11.4 **ENDORSEMENT:** At the destination, the concerned officer of the Consignment Stockiest/ Customer must be contacted and endorsement on Driver's Copy of GR / LR should be obtained from the concerned warehouse in-charge soon after un-loading/ stacking of the consignment, as per the format given in **Annexure III, of Section – 4 “Scope of Work”**.
- 11.5 **DOCUMENTATION:** Total quantity as mentioned in invoice documents must be delivered at one time and not in installments. In case of shortage/ damage noticed at the time of unloading, the same has to be clearly mentioned and signed by the receiving warehouse in-charge and the document to be submitted along-with the freight bills.
- 11.6 **Safety:** The Transporter shall be solely responsible for the conduct and any act of negligence by him or his crew (Driver/ Cleaner etc). Any consequences arising out of negligence, including loss/ damage to the consignment property of BCPL arising out of such negligence shall be borne by the transporter.
- 11.7 **OCTROI:** The Transporter will undertake the following on behalf of BCPL
 - 11.7.1 Observance of formalities and payment towards applicable Octroi at respective check posts.
 - 11.7.2 Obtain Octroi Exemption Certificate, if applicable.

11.7.3 The transporter will be fully responsible for making good the damages/ losses to the consignment or any other consequential losses to BCPL / Consignment Stockiest / Customer due to any default with reference to above, as reported by Municipal authorities, and all such damages/ losses shall be borne by the transporter.

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

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

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

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

12.0 TRANSIT INSURANCE/ INSURANCE OF VEHICLE AND CARGO FOR DISPATCH

12.1 BCPL will arrange for an appropriate insurance policy for covering the losses of the goods in transit in **excess of Rs 5,000/- PER CONSIGNMENT** (The transporter shall reimburse BCPL the Insurance premium paid to Insurance Company at actuals which shall be recovered from the transporter).

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

12.3 Whenever, any truck is reported missing or having met with an accident and resulting in the deterioration in the quality of the material, or loss of any other nature during transit, the transporter will co-ordinate with the Customer (for Direct Sales)/ Branch Office / CS (for Stock Transfer & others) and ensure filing of the necessary insurance claim and complete the required formalities under intimation to BCPL-Marketing Dept., Lepetkata and nearest Branch Office, within 7 (seven) days from the date of mishap / accident as the case may be. The full value of the damaged material / loss caused, as the case may be, of such

material will be withheld from transporter's pending bills payment, till insurance claim is settled by the insurance company. Any difference between the value of material dispatched and the claim settled by insurance company shall be recovered from the transporter. All necessary paper work and follow-up activity with the insurance company in this regards will be undertaken by the transporter.

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

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

12.4.2 **NON DELIVERY / SHORT DELIVERY OF BAGS:**

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

12.4.3 **LOSS OF GOODS IN FULL/ PART DUE TO AN ACCIDENT/ THEFT / HIJACKING / MISSING ETC. IN TRANSIT:** For loss of goods in transit due to Accident/ Theft etc. the transporter will initiate action as per **Annexure – IV of Section – 4 “Scope of Work”** and it is in the interest of the transporter to familiarize himself with all procedures etc of Insurance company & BCPL prior to the commencement of this agreement. Transporter will be responsible for providing road-worthy truck to salvage the product from the accidental truck / site at its own cost. It will be the responsibility of the transporter to prove that the loss is due to an accident / theft / hijack/ missing truck, duly supported by Police FIR/ POLICE PANCHNAMA, (in original) & the final investigation report, photo graph of the incident and spot survey by the authorized surveyor of nominated insurance company.

The ENTIRE value of loss of goods (Invoice Value including of all duties, taxes and freight) will be recovered initially from the transporter Pending bills

payment or BG. However, on settlement of the insurance claim, the recovered amount other than standard penalty will be reimbursed to the transporter. Any difference between the value of the claim and the claim settled by insurance company will be recovered from the transporter.

The transporter shall send the intimation of the accident and loss in transit by fax/ e-mail to the Engineer-In-charge at BCPL's Marketing Department at Lepetkata and a copy to the destination office. BCPL Marketing Department should be intimated immediately but not later than seven days from the date of accident. If such intimation is not received within above period, or within 7 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of full value of the losses as mentioned above. However, the transporter shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim. Final decision on this issue including termination of the contract shall be taken by the BCPL, which shall be binding, on the transporter.

However BCPL shall levy a standard penalty of Rs.100,000/-for all such cases reported as mentioned above. That standard penalty shall be non-refundable.

12.4.4 CUT & TORN BAGS AND GROUND SWEEP IN TRANSIT

Penal deduction @ Rs. 50 per bag will be made for any Cut & Torn bags during transit. Penal deduction @ Rs.25 per Kg will be made for any Ground Sweep material generated due to cut & torn bags during transit.

- 12.5 Transporter should take sufficient care to avoid the transit losses as detailed in clause 12.4. It would be in the interest of the transporter to familiarize himself with the underlying procedure in such cases w.r.t BCPL's transit insurance policy.
- 12.6 BCPL will also be entitled to compute the amount of loss suffered by BCPL / Customer / Consignment Stockiest and entitled to be reimbursed from the transporter and decision & determination by BCPL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the transporter and shall not be questioned in any court of Law or arbitration or otherwise and the transporter do hereby irrevocably authorize BCPL to set off and adjust such loss or damage against the pending payments / Security Deposit / Bank Guarantee of the transporter and in the event of shortfall therein, the transporter shall immediately upon demand raised by BCPL, pay the same to BCPL without demur or objection.
- 12.7 Transporter will be required to take all reasonable care to ensure that the products are transported through the trucks for which the transporter has right of ownership for use. However, if any truck is reported missing and remains non-delivered within **7 days from the permissible transit time**, the full value of the consignment will be immediately recovered from the transporter, not withstanding the fact that the material in truck is/ was insured by the company. In

addition, the company will withhold a payment of **Rs.50, 000/-** per truck (refundable), from the transporters pending bills, which shall be adjusted against any other financial implication / expenses which BCPL may have to incur in connection with the missing consignment. If BCPL is convinced that the non-delivery is due to malafide act of the concerned transporter or its representative, BCPL reserves the right to recover invoice value of such consignment at a penal rate of 1.5 times the value of the concerned consignment from the transporter. The identified missing/ non-delivered consignment/ trucks, should be reported to BCPL (Marketing Department, BCPL, Lepetkata) immediately and not later than 7 days time over prescribed transit time period, failing which the penalty of **Rs 5,000/-** (non refundable) will also be levied, for late information.

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

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

13.0 LOSS OF ORIGINAL DOCUMENTS / ROAD PERMIT

13.1 INVOICE :

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

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

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

- a. The first copy will be Drivers Copy (which will be re-submitted along with the receipt details at the back).
- b. All the GR / LR's should have preprinted serial numbers exclusive for BCPL consignments. Hand written GR / LR numbers will not be acceptable.

Loss of the Driver Copy of GR / LR, first copy, (on which the receiving warehouse will give the receipt endorsement) will attract a deduction **@ Rs 500/-** per GR / LR.

13.3 LOSS OF ANY OTHER STATUTORY DOCUMENTS:

Any financial loss resulting out of loss of statutory documents by the Transporter in transit or otherwise would be recovered from the Transporter.

13.4 ROAD PERMIT & OTHER STATUTORY DOCUMENTS:

The Transporter will ensure that before the truck exits from BCPL premises, all the documents like Invoice, Challans, Road Permits, Way Bills, Excise Documents, declaration forms under Sales Tax Law and / or any other documents as per prevailing rule have been given to the driver, who should ensure the safe delivery of the same to the consignee and any fine/ penalty arising due to loss/ non-issue of such documents will be borne by the Transporter.

14.0 SUBMISSION OF BILLS & PAYMENT :

- 14.1 The transporter will arrange to bring into use GR / LR which are exclusively for BCPL consignment only and with pre-printed running serial number. The reverse of the GR / LR shall be provided with the format for acknowledgement as per **Annexure-III of Section – 4 “Scope of Work”**, for confirmation of receipt of the consignment by consignee i.e. Customer/ CS/ BCPL warehouse in-charge.
- 14.2 The transporter should obtain the “Receipt Details” from the CS/ Customer/ Warehouse In-charge only on the “**Driver Copy**” of the GR / LR.
- 14.3 A photocopy of the “Receipts Details” from the CS / Customer shall be submitted to the concerned Branch / Zonal office.
- 14.4 The transporter must submit the freight bills, with endorsed GR / LR duly acknowledged by the receiving warehouse/ customer confirming the receipt of goods in the format given. The transporter should also ensure that all bills are submitted on priority.
- 14.5 In case of any manipulation/ tampering of the documents like – cutting, deliberate change in the receiving date or any other remarks is detected in the “Receipt Details” of the GR / LR copy, it will attract a penalty **@ Rs 1,000/- per GR / LR copy** and depending upon the seriousness of the matter, may lead to blacklisting of the transporter from future business or termination of the contract forfeiting the security deposit. BCPL reserves the right to take final decision on the matter and it will be binding on the transporter. No counter claims will be entertained.
- 14.6 In case the material is delivered in wet condition, penal deduction **@ Rs 1500/- Per MT** will be levied. In addition, BCPL will withhold an amount proportionate to the wet material quantity from the bills of the transporter as certified by the surveyor, till such time the issue is settled by the insurance company. After settlement of the wet material claim, the withheld amount shall

be released to the transporter.

- 14.7 The payment towards transportation will be released only after the verification of all relevant documents, through electronic mode, within 30 days from the date of receipt of complete bills with all necessary documents which are clear and correct.
- 14.8 The transit insurance charges applicable from time to time shall be recovered from the transporters.
- 14.9 Transporters shall take all necessary steps / actions to equip themselves to undertake all financial transactions thru E-banking or as desired by BCPL.

15.0 OTHERS:

- 15.1 The Transporter will have their office at Lepetkata for truck movement coordination and their representative(s)/offices at destination to ensure speedy clearance of goods at all major places. The Transporter must inform BCPL in writing the name and addresses of such representatives/offices. Any delay on account of late clearance/ Non-clearance will be subject to penalty clauses. In case of Sales Return due to transit related deficiencies, the defaulting transporter shall have to bear all consequential losses & risks.
- 15.2 Establishment of local office with necessary infrastructure facilities like P&T / mobile phone, fax and e-mail shall be undertaken and implemented within 30 days from award of the contract.
- 15.3 The Transporter will strictly abide by the Motor Vehicle Act, Payment of Wages Act and other Labour regulations in force in the area where their trucks are plying.
- 15.4 The Transporter shall not be entitled to assign, subrogate sublet or part with his right, title and interest under their contract for any reason what-so-ever. The Transporter shall not cause or allow any change in the constitution on its firm without obtaining prior written approval of BCPL.
- 15.5 The Transporter shall be liable for any loss or damage to BCPL, or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said trucks at the time of loading, unloading and/ or during transit and the Transporter shall indemnify & keep BCPL indemnified against any such loss or damage & shall pay to BCPL such amount as BCPL may be called upon by law to pay. The Transporter shall remain at all times, liable and responsible to BCPL for any loss or damage caused to any building, plant and machinery or the property of BCPL by any negligence, carelessness, inexperience or willful fault of the transporter or his agent or by his employee of which BCPL alone shall be the sole judge. BCPL shall be at liberty to debit any cost on repairs to loss or damage to the account of transporter.

- 15.6 It shall be the responsibility of the transporter to ensure that the trucks should carry material within the permissible limit as governed by RTO Registration/ RC Book/ RLW provisions of Motor Vehicle Act prevailing from time to time. The Transporter will have to bear all losses/ penalties arising due to noncompliance of the above.
- 15.7 In case it is found that the transporter has indulged in delivering the material at a place other than the defined destinations, a penalty of Rs.50,000.00 shall be levied on the Transporter. Indulging in such activity in spite of previous warnings shall lead to Blacklisting of the Transporter/ termination of the contract. Black listing will debar transporters from engaging in business with BCPL for the next three (03) years.
- 15.8 It shall be the responsibility of the transporters to ensure adequate man-power is provided collectively to facilitate Truck entry / exit & Timely Bill submission and processing.
- 15.9 All trucks should have adequate number of tarpaulins, to cover the complete consignment in such a way so as to ensure safety of the material enroute till final destination.
- 15.10 It shall be the responsibility of the transporter to make adequate arrangement towards tracking of consignment en-route final destination.

16.0 OTHER STATUTORY CLAUSES:

- 16.1 The Transporter/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the transporter regularly and without any delay.
- 16.2 In case of any accident resulting in injury or death in respect of the personnel deployed by the transporter during the execution of the work, the transporter shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Transporter shall indemnify BCPL from such liabilities.
- 16.3 The transporter/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The transporter/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 16.4 No worker of transporter/contracting firm and transporter himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the transporter/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 16.5 The transporter/contracting firm shall indemnify BCPL against all claims,

demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the transporter/contracting firm or his workers.

- 16.6 The transporter/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 16.7 The persons to be deployed should be on rolls of the transporter/contracting firm.
- 16.8 The transporter/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the transporter or his authorized representative. The transporter/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 16.9 The supervision of the personnel shall be done by the transporter/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the engineer-in-charge at the commencement of the contract.
- 16.10 The transporter shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 16.11 The transporter/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner, Dibrugarh if he engages 20 or more workmen/labours.
- 16.12 The transporter/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Dibrugarh from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer-In-charge shall ensure that the transporter/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
- 16.13 The transporter/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The transporter must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his

labours/workers to the Engineer- In-charge.

- 16.14 The transporter/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 16.15 The transporter/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 16.16 The transporter/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no. 16.13.
- 16.17 The transporter shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed / maintained by the transporter himself regularly.
- 16.18 No accommodation will be provided to the transporter/contracting firm as per guidelines of BCPL Corporate Office, New Delhi.

CHECKLIST

Documents to be attached with RA Bill

Sl No.	Document	Periodicity	Availability Status
A	Copy of labour license (applicable, if transporter is With first bill engaging more than 20 workers)		
B	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)	With first bill	
C	Copy of Contract Agreement	With first bill	
D	Gate Pass Details	Every month	
E	Copies of Forms under Contract Labour (R&A) Act, 1970		
E.1	Register of persons in Form XIII	Every month	
E.2	Muster Roll in Form XVI	Every month	
E.3	Register of Wages in Form XVII	Every month	
F	Copies of Forms under Factories Act, 1948		
F.1	Form 11	Every month	
F.2	Form 12	Every month	
F.3	Form 13	Every month	
F.4	Form 14	Every month	
F.5	Form 15	Every month	
F.6	Form 16	Every month	
G	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952		
G.1	PF Challan	Every month	
G.2	Form 12A	Every month	
G.3	Form 2 (for new joinees)	Every month	
G.4	Form 11(revised) - for new joinees	Every month	
G.5	Form 3A	Every month	
G.6	Form 5	Every month	
G.7	Form 10	Every month	
G.8	Form 5A	With first bill	
G.9	Form 9	With first bill	
G.10	Form 6A	At the end of financial year	

TRANSIT TIME & DISTANCE

ESTIMATED QTY, TRANSIT TIME AND DISTANCE						
Sl. No.	Zone	State	Destination	Total Polymer Consumption	Distance	Maximum Transit time in Days
1	North	Delhi	Delhi	4000	2316	10
2	North	Haryana	Bhiwani	0	2501	10
3	North	Haryana	Faridabad	250	2351	10
4	North	Haryana	Gurgaon	250	2374	10
5	North	Haryana	Hissar	0	2550	10
6	North	Haryana	Karnal	150	2247	10
7	North	Haryana	Kundli	600	2406	10
8	North	Haryana	Narwana	0	2555	10
9	North	Haryana	Panipat	0	2233	10
10	North	Haryana	Rewari	0	2398	10
11	North	Haryana	BAHADURGARH	250	2219	10
12	North	Haryana	BAWAL	0	2216	10
13	North	Haryana	DHARUHERA	0	2187	9
14	North	Haryana	Jagadhari	0	2323	10
15	North	Haryana	Kaithal	75	2337	10
16	North	Haryana	Kurukshetra	0	2306	10
17	North	Haryana	ROHTAK	0	2264	10
18	North	Haryana	SAMPLA	250	2243	10
19	North	Haryana	SONEPAT	250	2222	10
20	North	Haryana	Yamunanagar	0	2319	10
21	North	Madhya Pradesh	BHIND	45	1990	8
22	North	Madhya Pradesh	DHAR	1000	2553	11
23	North	Madhya Pradesh	GADARWARA	25	2127	9
24	North	Madhya Pradesh	GUNA	10	2221	9
25	North	Madhya Pradesh	KATNI	20	1904	8
26	North	Madhya Pradesh	KHANDWA	30	2449	10
27	North	Madhya Pradesh	KHARGONE	45	2536	11
28	North	Madhya Pradesh	MANDSAUR	30	2549	11
29	North	Madhya Pradesh	SATNA	25	1847	8
30	North	Madhya	SHAJAPUR	30	2404	10

		Pradesh				
31	North	Madhya Pradesh	SHIVPURI	30	2132	9
32	North	Madhya Pradesh	UJJAIN	25	2468	10
33	North	Madhya Pradesh	Bhopal	75	2271	10
34	North	Madhya Pradesh	Burhanpur	200	2553	10
35	North	Madhya Pradesh	Chindwara	50	2220	9
36	North	Madhya Pradesh	Gwalior	50	2171	9
37	North	Madhya Pradesh	Indore	500	2546	11
38	North	Madhya Pradesh	Jabalpur	50	1978	8
39	North	Madhya Pradesh	Ratlam	50	2701	11
40	North	Madhya Pradesh	Rewa	45	1790	8
41	North	Punjab	Amritsar	600	2584	11
42	North	Punjab	Jalandar	550	2497	10
43	North	Punjab	Ludhiana	2500	2443	10
44	North	Punjab	Rajpura	60	2351	10
45	North	Punjab	AMBALA	50	2340	10
46	North	Punjab	BHATINDA	25	2513	11
47	North	Punjab	FAZILKA	50	2603	11
48	North	Punjab	FIROZPUR	50	2639	11
49	North	Punjab	KALA AMB	0	2237	9
50	North	Punjab	SIRSA	0	2451	10
51	North	Rajasthan	Aburoad	75	2872	12
52	North	Rajasthan	Ajmer	0	2553	11
53	North	Rajasthan	Alwar	125	2346	10
54	North	Rajasthan	Barmer	0	2953	12
55	North	Rajasthan	Beawar	0	2606	11
56	North	Rajasthan	Behrore	0	2406	10
57	North	Rajasthan	Bharatpur	0	2237	9
58	North	Rajasthan	Bhinmal	0	2923	12
59	North	Rajasthan	Bhiwari	125	2374	10
60	North	Rajasthan	Bikaner(Nokha)	125	2755	11
61	North	Rajasthan	Chittoregarg	0	2617	11
62	North	Rajasthan	Jaipur	750	2383	10
63	North	Rajasthan	Jodhpur	250	2709	11
64	North	Rajasthan	Kota	0	2452	10
65	North	Rajasthan	Pali	0	2716	11
66	North	Rajasthan	Ratangarh	0	2627	11

67	North	Rajasthan	Sikar	0	2502	10
68	North	Rajasthan	Udaipur	50	2733	11
69	North	Rajasthan	BHILWARA	0	2503	10
70	North	Rajasthan	BUNDHI	0	2387	10
71	North	Rajasthan	NAGPUR	0	2569	11
72	North	Rajasthan	NOKHA	500	2620	11
73	North	Rajasthan	SIROHI	0	2753	11
74	North	Rajasthan	SRIGANGANAGAR	0	2599	11
75	North	Uttar Pradesh	Aligarh	0	2080	9
76	North	Uttar Pradesh	Ghaziabad	500	2157	9
77	North	Uttar Pradesh	Gorakhpur	250	1435	6
78	North	Uttar Pradesh	Hathras	125	2215	9
79	North	Uttar Pradesh	Jagdishpur	250	1642	7
80	North	Uttar Pradesh	Mathura	500	2239	9
81	North	Uttar Pradesh	Saharanpur	125	2242	9
82	North	Uttar Pradesh	Varanasi	250	1592	7
83	North	Uttar Pradesh	Agra	500	2185	9
84	North	Uttar Pradesh	Kanpur	1250	1874	8
85	North	Uttar Pradesh	Lucknow	125	1909	8
86	North	Uttar Pradesh	ALLAHABAD	250	1659	7
87	North	Uttar Pradesh	BAREILLY	125	1928	8
88	North	Uttar Pradesh	BHADOHI	75	1588	7
89	North	Uttar Pradesh	FATEHPUR	75	1789	7
90	North	Uttar Pradesh	GHAZIPUR	100	1471	6
91	North	Uttar Pradesh	MEERUT	125	2160	9
92	North	Uttar Pradesh	MODINAGAR	125	2214	9
93	North	Uttar Pradesh	MORADABAD	125	2042	8
94	North	Uttar Pradesh	MUZAFFARNAGAR	125	2217	9
95	North	Uttar Pradesh	RAI BAREILLY	0	1696	7
96	North	Uttar Pradesh	RANIA	0	1833	8
97	North	Uttarakhand	Dehradun	125	2226	9
98	North	Uttarakhand	Haridwar	125	2173	9
99	North	Uttarakhand	Rudrapur	125	1998	8
100	North	Uttarakhand	Sitarganj	125	1969	8
101	North	Uttarakhand	HALDAWANI	125	2034	8
102	North	Uttarakhand	KASHIPUR	125	2057	8
103	North	Uttarakhand	ROORKEE	250	2228	9
104	East	Bihar	Gaya	1700	1330	6
105	East	Bihar	Patna	2800	1299	5
106	East	Bihar	KAIMUR	1200	1495	6
107	East	Chattisgarh	Durg	255	2093	9
108	East	Chattisgarh	Raipur	920	2053	9
109	East	Chattisgarh	BILASPUR	255	1918	8
110	East	Chattisgarh	RAIGARH	260	1839	8
111	East	Chattisgarh	RAJNANDGAON	260	2148	9

112	East	Jharkhand	JAMSHEDPUR	1900	1482	6
113	East	Jharkhand	Ranchi	500	1476	6
114	East	Odisha	Bhuvaneswar	1140	1802	7
115	East	Odisha	Cuttack	1140	1780	7
116	East	Odisha	BALASORE	1140	1621	7
117	East	Odisha	Rourkela	1250	1654	7
118	East	West Bengal	Barjora	350	1334	6
119	East	West Bengal	Durgapur	2050	1325	6
120	East	West Bengal	Haldia	4000	1497	6
121	East	West Bengal	Kolkata	21000	1453	6
122	East	West Bengal	Siliguri	965	835	4
123	NE1	Assam	Dibrugarh	280	15	1
124	NE1	Assam	Tinsukia	520	50	1
124	NE1	Assam	Jorhat	536	140	1
1125	NE1	Assam	Sibsagar	660	84	1
126	NE1	Assam	Demow	0	63	1
127	NE1	Assam	Golaghat	180	189	1
128	NE1	Assam	Bokakaht	180	196	1
129	NE1	Assam	Nagaon	48	322	1
130	NE1	Assam	Guwahati	42908	434	2
131	NE1	Assam	Rangiya	576	461	2
132	NE1	Assam	Silchar	920	757	3
133	NE1	Assam	Badarpur	72	573	3
134	NE1	Assam	hailakandi	12	599	3
135	NE1	Assam	Karimganj	300	580	3
136	NE1	Assam	Tezpur	0	289	1
137	NE1	Assam	Barpeta Road	0	532	2
138	NE1	Assam	Nalbari	0	480	2
139	NE1	Assam	Bongaigaon	384	592	3
140	NE1	Assam	Goalpara	0	582	2
141	NE1	Assam	Sreerampore	0	713	
142	NE1	Assam	Bakshighat	0	713	3
143	NE1	Assam	Kokrajarh	0	632	3
144	NE1	Assam	DISPUR	0	426	2
145	NE1	Meghalaya	Burnihat	3484	420	2
146	NE1	Nagaland	Dimapur	420	261	1
147	NE2	Sikkim	Gangtok	300	947	4
148	NE2	Arunachal	Itanagar	0	458	2
149	NE2	Arunachal	Naharlagun	0	408	2
150	NE2	Manipur	Imphal	615	468	2
151	NE2	Meghalaya	Shillong	0	496	2
152	NE2	Mizoram	Aizwal	300	927	4
153	NE2	Tripura	Agartala	735	966	4
154	South	Andhra Pradesh	Chittoor	50	3023	12
155	South	Andhra Pradesh	Guntur	250	2615	11

156	South	Andhra Pradesh	Hyderabad	1000	2834	12
157	South	Andhra Pradesh	Kakinada	50	2388	10
158	South	Andhra Pradesh	Kurnool	50	3067	13
159	South	Andhra Pradesh	Nellore	180	2856	12
160	South	Andhra Pradesh	Ongole	100	2727	11
161	South	Andhra Pradesh	Piduguralla	50	2683	11
162	South	Andhra Pradesh	Tirupathi	175	2992	12
163	South	Andhra Pradesh	Vijaywada	125	2579	11
164	South	Andhra Pradesh	Vizag	125	2244	9
165	South	Andhra Pradesh	Yanam	60	2411	10
166	South	Andhra Pradesh	ANANTAPUR	25	3234	13
167	South	Andhra Pradesh	CUDDAPAH	125	2978	12
168	South	Andhra Pradesh	ELURU	12	2536	11
169	South	Andhra Pradesh	Khammam	21	2641	11
170	South	Andhra Pradesh	Machlipatnam	20	2596	11
171	South	Telengana	Mahboobnagar	0	2976	12
172	South	Andhra Pradesh	Medak	100	2785	11
173	South	Andhra Pradesh	Nalgonda	50	2782	11
174	South	Andhra Pradesh	Nandyal	50	2922	12
175	South	Andhra Pradesh	Narsaraopet	0	2900	
176	South	Andhra Pradesh	RAJMUNDHRY	75	2433	10
177	South	Andhra Pradesh	Srikakulam	50	2136	9
178	South	Telengana	Suryapet	0	2728	11
179	South	Telengana	Warangal	0	2690	11
180	West	Gujrat	Ahmedabad	750	2954	12
181	West	Gujrat	Bharuch	25	2963	12
182	West	Gujrat	Bhavnagar	750	3000	
183	West	Gujrat	Gandhidham	50	3233	13
184	West	Gujrat	Halol	60	2848	12
185	West	Gujrat	Jamnagar	50	3292	14
186	West	Gujrat	Junagadh	40	3303	14
187	West	Gujrat	Kadi	40	2994	12
188	West	Gujrat	Kalol	50	2976	12
189	West	Gujrat	Kheda	25	3017	12
190	West	Gujrat	Mahuva	16	3248	13
191	West	Gujrat	Mehsana	100	2976	12
192	West	Gujrat	Morbi	40	3181	13
193	West	Gujrat	Palej	25	2937	12
194	West	Gujrat	Porbandar	16	3322	14
195	West	Gujrat	Rajkot	25	3202	13
196	West	Gujrat	Sanand	40	3009	13
197	West	Gujrat	Santej	200	2992	12
198	West	Gujrat	Surendranagar	16	3115	13
199	West	Gujrat	Umbergaon	50	3012	13

200	West	Gujrat	Vadodara	125	3083	13
201	West	Gujrat	Waghodia	16	2880	12
202	West	Gujrat	ANKLESHWAR	16	2917	12
203	West	Gujrat	ANNAND	16	2903	12
204	West	Gujrat	DHORAJI	16	3189	13
205	West	Gujrat	GODHRA	16	2753	11
206	West	Gujrat	HALVAD	16	3041	13
207	West	Gujrat	HIMMATNAGA	16	2807	12
208	West	Gujrat	JETPUR	16	3173	13
209	West	Gujrat	MUNDRA	16	3183	13
210	West	Gujrat	PADRA	16	2846	12
211	West	Gujrat	PALANPUR	16	2825	12
212	West	Gujrat	SAVLI	16	2812	12
213	West	Gujrat	SURAT	25	2977	12
214	West	Gujrat	VALSAD	16	2958	12
215	West	Gujrat	VAPI	16	2986	12
216	West	Gujrat	VERAWAL	16	3288	14
217	West	Gujrat	VIRAMGAM	33	2950	12
218	West	Gujrat	VISNAGAR	16	2860	12
219	West	Maharashtra	Amrawati	50	2513	10
220	West	Maharashtra	Aurangabad	250	2838	12
221	West	Maharashtra	Barsi (Dist. Solapur)	75	2900	12
222	West	Maharashtra	Beed	50	2885	12
223	West	Maharashtra	Bhiwandi	50	3026	13
224	West	Maharashtra	Borivalli	0	3064	13
225	West	Maharashtra	Chalisgaon	50	2753	11
226	West	Maharashtra	Degloor(Dist Nanded)	50	2767	11
227	West	Maharashtra	Dhule	50	2741	11
228	West	Maharashtra	Gondia	50	2208	9
229	West	Maharashtra	Jalgaon	115	2651	11
230	West	Maharashtra	Mumbai	100	3153	13
231	West	Maharashtra	Nagpur	500	2337	10
232	West	Maharashtra	Nanded	50	2671	11
233	West	Maharashtra	Nasik	100	2897	12
234	West	Maharashtra	Pune	50	3048	13
235	West	Maharashtra	Sangli	50	3117	13
236	West	Maharashtra	Satara	50	3117	13
237	West	Maharashtra	Tarapur	50	3074	13
238	West	Maharashtra	Thane	50	3040	13
239	West	Maharashtra	Wai	50	3124	13
240	West	Maharashtra	Wardha	50	2411	10
241	West	Maharashtra	AHMEDNAGAR	50	2957	12
242	West	Maharashtra	AKOLA	50	2611	11
243	West	Maharashtra	ASANGAON	50	3002	12
244	West	Maharashtra	GADCHIROLI	50	2326	10

245	West	Maharashtra	HINGANGHAT	50	2432	10
246	West	Maharashtra	JALNA	50	2779	11
247	West	Maharashtra	KHAMGAON(DIST BULDHA	50	2662	11
248	West	Maharashtra	KHOPOLI	25	3124	13
249	West	Maharashtra	KOLHAPUR	25	3183	13
250	West	Maharashtra	KUDAL	25	3321	14
251	West	Maharashtra	LASALGAON/CHALI SGAON	25	2753	11
252	West	Maharashtra	LATUR	25	2820	12
253	West	Maharashtra	LONAWALA	25	3108	13
254	West	Maharashtra	LOTE	50	3272	13
255	West	Maharashtra	RAIGAD	25	3146	13
256	West	Maharashtra	RATNAGARI	25	3302	14
257	West	Maharashtra	ROHA	25	3152	13
258	West	Maharashtra	SOLAPUR	50	2942	12
259	West	Maharashtra	TALOJA	25	3070	13
260	West	Maharashtra	WANI	25	2487	10
261	West	Maharashtra	YAWATMAL	25	2502	10

*: New destinations / locations shall be added / deleted as and when the need arises and shall be binding on the Transporter / Transporter.

** : Estimated quantities are based on approximation and are subject to change depending upon market demand. BCPL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporters. The likely destination-wise quantity is mentioned only for the purpose of facilitating evaluation & comparison of bids.

PARTICULARS OF DEDUCTION AT GLANCE

S.NO	DEDUCTION PARTICULARS	PENALTY AMOUNT	CLAUSE
1	Non-Placement Penalty i. 24 Hrs NPP ii. 48 Hrs or more NPP iii. Open Market	i. Rs 100 PMT ii. Rs 150 PMT (incremental @ Rs.50.00 per day) iii. As applicable	9.3
2	Transshipment	Rs 100 per MT	10.5
3	Part Delivery	Rs 100 per MT	10.5
4	Late Delivery	Rs. 50 PMT per day for the destination where transshipment is not allowed. Rs. 100 PMT per day for the destination where transshipment is allowed.	10.6 11.1
5	Non-delivery of Bags	One and Half times the Invoice value of the bag	12.4.2
6	Non-Delivery of Bags due to Missing Truck/Theft/Accident/Hijacking	Penal deduction of Rs100000.00 (One Lakh Only) per consignment, for every such reported case	12.4.3
7	Cut & Torn Bags & Ground Sweeping during transit.	1.Penal deduction @ Rs. 50 per bag, of cut & Torn bags in transit. 2.Penal deduction @ Rs. 25 per Kg., for any ground sweep material generated due to Cut & Torn in transit.	12.4.4
8	No intimation penalty after 7 days of Transit Time	Rs. 5000 per consignment	12.7
9	Loss or Manipulation / Mutilation or Tampering of Invoice Copy	Rs. 2000 per document	13.1

10	Loss of Drivers Copy of GR / LR	Rs. 500 per GR / LR	13.2.b
11	Manipulation / Tampering of “Receipt Details” of GR / LR	Rs. 1000 per GR / LR	14.5
12	Wet Delivery of Material	Rs. 1500 per MT	14.6
12	Un-loading of material at a place other than the defined destination / location	Rs. 50000 per consignment	15.7

The above schedule of deduction / recoveries should be read in conjunction with the respective clause of Section-IV Scope of Works. The rate of deduction mentioned in Section-IV Scope of Works shall be valid in case of any discrepancies.

RECIEPT DETAILS

Invoice number:

Date of Receipt:

Date of Unloading:

Truck Number:

Intact Quantity: Bags MT

Cut and Torn: Bags..... MT

Sweeping: (Due to Cut and Torn Bags)..... MT

Short: (Due to Cut and Torn Bags)..... MT

Shortage: (Due to Non Delivered Bags).....Bags..... MT

Remarks:

**SIGNATURE AND STAMP
OF
TRANSPORTER
REPRESENTATIVE**

**SIGNATURE AND STAMP
OF
CONSIGNEE**

NOTE: PLEASE FILL ALL PARTICULARS, GIVEN ABOVE TO ENABLE BCPL TO TAKE SUITABLE STEPS IN CASE OF ANY SHORTAGE / DAMAGES / LOSS, IF ANY, IN THE CONSIGNMENT.

-Transporters are advised not to overwrite/cut/delete the written portion

-Write clearly

-Intangible/tampered receipt details shall lead to delays in release of payment and rejection of transportation bills.

PROCEDURE TO BE FOLLOWED IN CASE OF LOSS OF GOODS IN FULL/PART
DUE
TO AN ACCIDENT/ THEFT / CONTAMINATION IN TRANSIT

1. The Transporter through the Consignee/ Consignor shall report about the claim to the nearest branch office of the Insurance Office for deputing the surveyor for the assessment of the loss. A copy of the intimation letter of the claim should be sent to the Policy issuing Branch Office of the Insurance Company.
2. The following document should be provided to the surveyor for the assessment of the loss and submission of survey report:
 - a. Copy of G.R/LR.
 - b. Copy of Invoice.
 - c. Claim Bill/ Claim Form.
 - d. Copy of F.I.R. in case of loss/ damage due to accident and/ or theft Claim.
3. The following additional documents should be submitted directly at Policy issuing Branch Office of the Insurance Company:
 - a. Copy of notice of monetary claim on the transporter along with the proof of the acknowledgement or postal receipt.
 - b. Damage/ Shortage/ Non delivery certificate in original raised by transporter.
4. The transporter through the consignee/ consignor shall lodge a monetary claim by registered AD post under section 10 of the Carriers Act to protect the right of recovery. It is must to lodge such monetary claim within six months from the date of G.R/LR.
5. In case of missing truck or damage to the consignment on account of accident of vehicle, F.I.R. must be lodged at the nearest Police Station.
6. There shall be an excess clause of Rs 500/- in each and every claim and no claim shall be lodged if the amount of loss is up to Rs 500/-. However, incase of partial damage to the consignment amounting to Rs 2500/- the loss shall not be surveyed and the claim shall be settled on the basis of Damage certificate issued by the transporter and on submission of other documents as mentioned above.
7. In case of partial non-delivery of entire bags amounting up to Rs 5000/- shall not require to be surveyed and such claim shall be settled on the basis of non-delivery certificate issued by the transporter.
8. Payment of the claim shall be made directly to the consignee for direct sale and for stock transfer to BCPL branch office / BCPL Lepetkata. However, in case where the consignor specifically request for the payment of claim, the same shall be paid to the consignor.
9. The transporter should undertake all necessary co-ordination with BCPL office /GAIL Zonal Offices/ Customer and proper follow-up with the Insurance Company to ensure reimbursement of Insurance claim.
10. The amount / limits indicated in para 6 & 7 may change in case of renewal of policy.
11. Likewise the above mentioned documentary requirement may change in case of renewal of policy.

**TRANSPORTATION OF POLYMER FROM
BCPL'S PETROCHEMICAL COMPLEX,
LEPETKATA TO VARIOUS ZONES ACROSS THE
COUNTRY UNDER RATE CONTRACT.**

SECTION V

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATLY)

**TRANSPORTATION OF POLYMER FROM
BCPL'S PETROCHEMICAL COMPLEX,
LEPETKATA TO VARIOUS ZONES ACROSS THE
COUNTRY UNDER RATE CONTRACT.**

SECTION VI

**SCHEDULE OF RATE
(ATTACHED SEPARATLY)**