



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डिब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

दस्तावेज / TENDER NO:

BCPL/C&P/LE23W204SD/03082

Dated **28.03.2024**

दस्तावेज / TENDER DOCUMENT

FOR

HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

GeM TENDER

(Under Two Bid System Basis)

Tender Submission & opening Date	:	17.04.2024
Pre Bid meeting Date & Time:	:	04.04.2024 at 15:00 Hrs Bidder willing to participate physically can also present at BCPL, Lepetkata. Join the meeting now Meeting ID: 456 897 156 601 Passcode: sdjgwh
EMD Amount	:	NE1 : Rs. 9,36,000.00 NE2 : Rs. 58,000.00 EAST : Rs. 21,56,000.00 NORTH1 : Rs. 47,34,000.00 NORTH2 : Rs. 67,03,000.00 SOUTH : Rs. 53,08,000.00

Contact Person: - SAMRAT DUTTA

Administrative Building
BCPL Project Site, Lepetkata
Dibrugarh-786006, Assam.
sdutta@bcplindia.co.in



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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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SECTION – I

INVITATION FOR BIDS [IFB]



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SECTION – I

INVITATION FOR BID [IFB]

To,

Dt. 28.03.2024

PROSPECTIVE BIDDERS

SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”

TENDER NO.: BCPL/C&P/LE23W204SD/03082

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	Two year from the date mentioned in LOA/LOI.
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	NE1 : Rs. 9,36,000.00 NE2 : Rs. 58,000.00 EAST : Rs. 21,56,000.00 NORTH1 : Rs. 47,34,000.00 NORTH2 : Rs. 67,03,000.00 SOUTH : Rs. 53,08,000.00
IV	BID DUE DATE & TIME	:	17.04.2024 up to 15:00 Hrs
V	OPENING OF UNPRICED BID	:	17.04.2024 up to 15:30 Hrs
VI	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.:Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	GeM Portal under two bid system and also to be uploaded on BCPL's website.
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	04.04.2024 at 15:00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.:Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

BID DOCUMENT NO: BCPL/C&P/LE23W204SD/03082 FOR “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”



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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bid must be submitted only on GeM portal (<https://gem.gov.in>). Further, the following documents in addition to uploading in the bid on GeM Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in GeM Portal by the bidder along with bid within the Due Date & Time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-
- i) EMD/Bid Security (if applicable) / Declaration for Bid Security
 - ii) Power of Attorney
 - iii) Integrity Pact (as applicable)
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from GeM portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 11.0 Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. BCPL’s decision in this regard shall be final.



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- 12.0 As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.
- 13.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.
- 14.0 This document shall be read in conjunction with GeM bid document no. _____. In case of any variance in the terms and conditions between GeM terms & conditions and this bidding document, the terms and conditions of this bidding document & BCPL GCC/GPC shall prevail.
- 15.0 Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of the status/evaluation on GeM portal. BCPL's decision in this regard shall be final.
- 16.0 As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.
- 17.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.
- 18.0 Bidders are required to quote a single rate in Rs. Per KM Per MT for each Transportation Sector, after SCC of the RFQ.
- 19.0 The estimated Total Weight in MT mentioned in GeM bid document for each Transportation Sector is as per SCC. However, distance in KM in GeM Bid document is worked out on total average basis based on total dist. against a Zone.
- 20.0 The prices quoted by the Bidders on GeM should be inclusive of all taxes & duties including GST (CGST & SGST/UTGST or IGST). This is applicable for both Forward Charge Mechanism (FCM) and Reverse Charge Mechanism (RCM) bidders.



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- 21.0 Even bidders opting for RCM have to include GST in their quoted prices though they are not registered under GST. The above stipulation is for evaluation purpose only. For such bidder BCPL will be paying GST under RCM.

A Pre-Bid conference (PBC) is scheduled on **04.04.2024 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. **For participation contact Sr. Manager (C&P) Phone No. 07896760769; Email ID: sdutta@bcplindia.co.in.**

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Samrat Dutta]
Sr. MANAGER [C&P]
E-mail: sdutta@bcplindia.co.in



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PARTICIPATION FORM ZONE WISE

SUBJECT: - “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”.

TENDER REF. NO.: BCPL/C&P/LE23W204SD/03082

Participating Bidder's Confirmation for zone:

TO BE FILLED BY BIDDER ALONG WITH UN-PRICED BID

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

Sl. Number	ZONE for which Bidder is participating	Bid has been submitted for (Please mark “Yes” in participating zone)
1.	NORTH-EAST-1	
2.	NORTH-EAST-2	
3.	EAST	
4.	NORTH-1	
5.	NORTH-2	
6.	SOUTH	



SECTION-II

BID EVALUATION CRITERIA [BEC] AND PRICE BID EVALUATION METHODOLOGY



ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical:

1.1.1 The Bidder should have executed at least either one or two or three Contract(s) of **“Similar Nature of work”** having each minimum value(s) for the respective transportation zone as shown in the **Table-1** given below during preceding 07 (Seven) years, prior to the bid due date:

Table-1:

ZONE(S)	Minimum executed/completed value of each job / contract (Rs. in Crores)		
	One Contract	Or Two Contracts (individually)	Or Three Contracts (individually)
Northeast-1	1.97	1.23	0.98
Northeast-2	0.12	0.08	0.06
East	4.53	2.83	2.26
North-1	7.95	4.97	3.98
North-2	11.26	7.04	5.63
South	11.15	6.97	5.57

Note:

- In case bidder(s) quotes for **more than one (01) Zone**, the requirement of **minimum qualifying VALUE of work completed/executed in One/Two/Three Single order/contract (as per Table-1 above)** will be on **cumulative basis**.
- ‘Executed’ as mentioned in sl. no. 1.1.1 above**, means fully executed or completed.
- Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- Definition of “similar nature of work”:** Similar nature of work indicates transportation of goods like ‘packaged goods / polymer products’ **in truck(s) / container(s)**. The transportation of **bulk loose materials** like coal, sand, stone, bricks and mineral ore etc. and off-dimensional consignments i.e. heavy machinery equipment etc. shall not be considered for this tender.



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- e) Two or more contracts/orders emanated from a single tender / single agreement / rate contract shall be considered as single contract/order for the purpose of meeting BEC.
- f) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries, if any, during evaluation of Bids.

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

1.1.3 Bidder must be an “Approved Carrier / Transporter” as per the Indian Banks’ Association.

1.1.4 Bidder must be a registered entity as per the “Carriage by Road Act, 2007” or “Carriage by Road Act, 2011”.

1.1.5 Relaxed Norms for Startups in prior experience criteria:

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for ‘Startups’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality, technical specifications (scope of work) and ownership of trucks / containers as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender i.e., transportation of goods like ‘packaged goods / polymer products’ and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company / firm) and notary public with legible stamp.

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above for which the startup industry & domain shall be as under:



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INDUSTRY	SECTOR
Transportation & Storage / Any	Freight & Logistics Services / Any

In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

However, Approved Carrier / Transporter and Carriage by Road Act, 2007 or 2011 as specified in BEC clause no. 1.1.3 & 1.1.4 shall be applicable to startup bidders.

1.2 BEC- Financial:

1.2.1 TURN OVER:

The minimum average annual turnover of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (FY: 2022-23, 2021-22 & 2020-2021) shall be as under:

Table-2

Zone	Minimum Average Annual Turnover Requirement (Rs. in Crores)
Northeast-1	1.23
Northeast-2	0.08
East	2.83
North-1	4.97
North-2	7.04
South	6.97

1.2.2 NET WORTH:

Net worth of the bidder shall be positive as per the last audited financial statement, i.e. FY: 2022-23.

1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, i.e. FY: 2022-23.

Table-3

Zone	Minimum Working Capital Requirement (Rs. in Crores)
Northeast-1	0.25
Northeast-2	0.02
East	0.57
North-1	1.00
North-2	1.41
South	1.39



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Note:

- In case bidder(s) quotes for more than one (01) Zone, the requirement of Minimum Average Annual Turnover and Minimum Working Capital shall be on cumulative basis for the quoted Zones clubbed together and accordingly NET WORTH also to be POSITIVE.
- If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-9**, having net worth not less than **Rs.100 Crores**, confirming the availability of the line of credit to cover the inadequacy of working capital to meet the working capital requirement as stated above at Table-3 (Format specified in tender).

1.2.4 Relaxed Norms for Startups in financial criteria:

Prior turnover for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications, (scope of work) and ownership of trucks / containers as specified in the tender document.

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without **any prior experience & turnover criteria** as mentioned above and emerges as lowest evaluated bidder, the LOA / Order on such Startup shall be placed as per distribution of quantity.

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	1.1	Technical Experience Criteria – Document [All documents to be uploaded (submitted) must be verified & certified by any one of the following Independent Third Party Inspection Agency] (i) Société Générale de Surveillance (SGS) (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL) (iii) International Certification Services (ICS) (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS) (v) DNV GL (vi) TUV Rheinland (India) Pvt. Ltd. (vii) TÜV SÜD South Asia Pvt. Ltd. (viii) TUV India Pvt. Ltd. (TÜV Nord Group) (ix) Intertek India Pvt. Ltd. (x) Moody International (India) Pvt. Ltd.	



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
		(xi) RINA India Pvt. Ltd. (xii) Tata Projects Ltd. (xiii) Competent Inspectorate and Consultants LLP (xiv) ABS Industrial Verification (India) Pvt. Ltd. All charges of the Third party for verification and certification shall be borne by the bidder. <u>Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per proforma in tender and the same will be submitted by bidder in their bid.</u>	
1.	1.1.1	Experience against execution of Order/Contract/LOA.	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed for similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. Copy of Completion Certificate against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate</u> should have been issued by the end-user/owner/authorized consultant.



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
2.	1.1.2	Experience against execution of running Contract	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted/uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.1 of BEC. The execution certificate must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate</u> should have been issued by the end-user/owner/authorized consultant.
3.	1.1.3	‘Approved Carrier / Transporter’ as per the Indian Banks’ Association.	Bidder must submit/upload valid Copy of certificate clearly certifying the status of bidder regarding “Approved Carrier / Transporter” as per the Indian Banks’ Association.
4.	1.1.4	“Carriage by Road Act, 2007” or “Carriage by Road Act, 2011”	Bidder must submit/upload valid Copy of certificate issued by Road/State Transport Office indicating bidder is a registered entity as per “Carriage by Road Act, 2007” or “Carriage by Road Act, 2011”.
5.	1.1.5	Experience against ‘Startup’ Company	a) Bidder (having New/Old startup “Certificate of Recognition” as mentioned at 1.1.5) to upload/submit the valid ‘ Certificate of Recognition/Registration ’ issued by Department for Promotion of Industry and Internal Trade (DPIIT) [formerly known as Department of Industrial Policy and Promotion (DIPP)], Ministry



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notarized by notary public with legible stamp. b) Bidder (having Old startup "Certificate of Recognition" as mentioned at 1.1.5) also to upload/submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DPIIT (formerly known as DIPP) duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notarized by notary public with legible stamp. c) Start-up bidder have to fulfill BEC clause no. 1.1.3 & 1.1.4.
	1.2	Financial Experience Criteria-Documents [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1 (Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be duly Certified/attested by Notary public with legible stamp]	
6.	1.2.1	Average Annual Turn-over	Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2022-23, 2021-22 & 2020-2021.
7.	1.2.2	Net worth	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2022-23. Start-up bidders also need to mention Net Worth in F-10, even if they don't have last audited financial results.
8.	1.2.3	Working capital	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY:



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			2022-23. <i>If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-9 having net worth not less than Rs.100 crores, confirming the availability of line of credit to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).</i> <i>Start-up bidders also need to mention Working Capital in F-10, even if they don't have last audited financial results.</i>
9.		Format, F-10	<i>"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-10 (of tender document) duly signed and stamped by a Chartered Accountant only.</i>

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- (iii) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date of un-priced bid opening.**
- (iv) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: For details, relevant clause of ITB to be referred.



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

EVALUATION OF BIDS:

- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".
- 2.2 The evaluation of bids (priced part) shall be done on Transportation Zone wise basis. The quoted rate per MT per KM basis inclusive of all taxes and duties except Goods and Service Tax(GST) i.e. considering ITC of GST [after arithmetic correction, if any] of all the Techno-Commercially acceptable bidders shall be considered for evaluation.
- 2.3 In case of **a tie** at the lowest bid (L1) position (or any relevant position as per sl. no. 2.6) between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.4 In case, there is **a tie** at the lowest bid (L1) position (or any relevant position as per sl. no. 2.6) between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.5 In case, there is **a tie** at the lowest bid (L1) position (or any relevant position as per sl. no. 2.6) between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant**.

Note:

The prices quoted by the Bidders on GeM should be inclusive of all taxes & duties including GST (CGST & SGST/UTGST or IGST). This is applicable for both Forward Charge Mechanism (FCM) and Reverse Charge Mechanism (RCM) bidders.

SELECTION OF TRANSPORTERS:

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

- **Four (04) transporters each for North-1 and North-2 Zone shall be selected on zone-wise L1 rate.**

For this purpose, L2, L3, L4 transporters in each zone shall be asked to match L1 rate. In the event of L2/L3/L4 transporter not agreeing to match L1 rate, possibilities shall be explored with L5, L6, L7..... and so on so as to select **04(four) transporters at L1 rate** for North-1 and North-2 Zone.



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- **Three (03) transporters each for South, NE-1, NE-2 & East Zone shall be selected at zone-wise L1 rate.**

*For this purpose, L2/L3 transporter 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 **Three (03) transporters at L1 rate** for South, NE-1, NE-2 & East Zone.*

IN CASE L-1 BACKS OUT FROM A ZONE, RE-TENDERING SHALL BE DONE FOR THAT PARTICULAR ZONE.

DISTRIBUTION OF QUANTITY FOR AWARD:

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

2.6.1 North-1 & North-2 (Desired transporters: 04 each)

Sl. No.	Scenario after evaluation	Distribution of Quantity
1	If one bidder is L-1 as per original offer & three bidders agrees to match the L1 rate.	L1 – 40%, L2(at L1 rate) – 25%, L3(at L1 rate) – 20% & L4(at L1 rate) – 15%
2	If one bidder is L-1 as per original offer & two bidders agrees to match the L1 rate.	L1 – 40%, L2 (at L1 rate) – 35% & L3 (at L1 rate) – 25%
3	If one bidder is L-1 as per original offer & only one bidder agrees to match the L1 rate.	L1 – 40% & L2 (at L1 rate) – 40 % Remaining to be re-tendered.
4	If only one bidder is found L1 due to non-matching / non-quoting of rates by other bidders.	L1 – 40% Remaining to be re-tendered.

2.6.2 South, NE-1, NE-2 & East (Desired transporters: 03 each)

Sl. No.	Scenario after evaluation	Distribution of Quantity
1	If one bidder is L-1 as per original offer & two bidders agrees to match the L1 rate.	L1 – 50%, L2 (at L1 rate) – 30% & L3 (at L1 rate) – 20%
2	If one bidder is L-1 as per original offer & one bidder agrees to match the L1 rate.	L1 – 50% & L2 (at L1 rate) – 50 %



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3	If only one bidder is found L1 due to non-matching / non-quoting of rates by other bidders.	L1 – 50% Remaining to be re-tendered.
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In case no bid is received for a particular zone, re-tendering shall be undertaken for that zone.

- 2.7 Allocation of quantities to MSE shall be governed as per **PPP 2012** below. The remaining quantity of each zone shall be distributed to the bidders as per the methodology mentioned herein above.

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

- 2.8 If a bidder happens to be eligible for award for more than one zone individually but not cumulatively then award shall be made to the bidder in the following sequence and the bidder shall not be considered for remaining zones(s).

1 st North East II	(BEC Value)
2 nd North East I	(BEC Value)
3 rd East	(BEC Value)
4 th North 1	(BEC Value)
5 th South	(BEC Value)
6 th North II	(BEC Value)

2.9 CPBG:

- a) 10% of Annualized Order / Contract value (exclusive of GST) within 30(Thirty) days of FOA/notification of award.

OR

- b) Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value.

2.10 PPP 2012

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



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MSE segregation for North-1 & North-2:

- If any MSE bidder(s), gets atleast 25% (in cumulative basis) from the scenario (40:25:20:15), then no other MSE (irrespective of being in L1+15% band) shall be asked to match L1.*
- If any MSE bidder, gets less than 25% (in L3 or L4 position) from the scenario (40:25:20:15), than such MSE bidder if within price band L1+15% shall be given L2 quantity and such L2 becomes L3 and/or L3 becomes L4.*
- If none of the bidder from the scenario (40:25:20:15) is MSE bidder & L5/L6 or so on are MSEs and in L1+15% range, then 25% of L2 share shall be given to such MSE bidder and such L2 becomes L3 and/or L3 becomes L4 and so on.*

MSE segregation for South, NE-1, NE-2 & East:

- If any MSE bidder(s), gets atleast 25% (or in L1 or L2 position) from the scenario (50:30:20), then no other MSE (irrespective of being in L1+15% band) shall be asked to match L1.*
- If any MSE bidder, gets less than 25% (or in L3 position) from the scenario (50:30:20), than such MSE bidder if within price band L1+15% shall be given L2 quantity and such L2 becomes L3.*
- If none of the bidder from the scenario (50:30:20) is MSE bidder & L4/L5 or so on are MSEs and in L1+15% range, then 30% of L2 share shall be given to such MSE bidder and such L2 becomes L3 and/or L3 becomes L4 and so on.*

- Tie situation among MSE shall be handled as per clause no. 2.3, 2.4 & 2.5.

2.11 CLAUSE REGARDING PROVISION FOR PPP-MII (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB).

2.12 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

For details, relevant clause of ITB to be referred.

[FOR STRICT COMPLIANCE]



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- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
- [II] ONLY DOCUMENTS (WORK ORDER, COMPLETION CERTIFICATE, EXECUTION CERTIFICATE ETC.) WHICH HAVE BEEN REFERRED/ SPECIFIED IN THE BID SHALL BE CONSIDERED IN REPLY TO QUERIES DURING EVALUATION OF BIDS.



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Format for Undertaking from TPIA

(Ref. Section – II BEC Clause no. 1.3 sub. Clause 1.1)
(on TPIA letter head duly stamped & signed)

Ref.:

Date :

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

.....
.....
.....

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref : Tender no. for

M/s having Registered office at
.....intend to participate in above referred tender of M/s
Brahmaputra Cracker And Polymer Limited having registered office at 7th Floor, NRL Centre,
122A G.S Road, Christian Basti
Guwahati, Assam.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on
behalf of the TPIA)

(Seal of the Company)

Name:

Contact No.....



SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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



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SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /Bid Document**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

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

Bidders marked “Suspended” on GeM (but eligible as per BCPL’s Tender Document) will be evaluated as per terms & conditions of the Tender Document.

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to



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

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

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

- 2.6 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder(including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by



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Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The Power of Attorney should be valid till award of contract / order to successful bidder.

- 2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 **BIDS FROM "CONSORTIUM"** - NOT APPLICABLE

ONE BID PER BIDDER:

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 *Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.*

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender .document.

- 4.3 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

they have controlling partner (s) in common; or

they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

they have the same legal representative/authorized signatory/agent for purposes of this bid; or they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should



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quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

Alternative Bids shall not be considered.

The provision mentioned at sl. no. (4.1), (4.2) and (4.3) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.

5 **COST OF BIDDING:**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 **SITE VISIT:**

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – BIDDING DOCUMENTS

- 7 **CONTENTS OF BIDDING DOCUMENTS** 7.1 The contents of Bidding Documents / Tender Document are those stated below shall be ‘**Bid specific Additional Terms and Conditions (ATC)**’ of GeM bid, and should be read in conjunction with any



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'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

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

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

** The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

*** General Conditions of Contract – Service is available on BCPL's Tender website

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

8 CLARIFICATION OF TENDER DOCUMENT:

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS or on GeM portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GeM portal / communicated to prospective bidders by e-mail.



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

9 **AMENDMENT OF BIDDING DOCUMENTS:**

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. **DOCUMENTS COMPRISING THE BID:**

The Bid must be submitted on GeM portal (<https://gem.gov.in>) as follows

- 11.1 **"TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
 - (b) 'Bidder's General Information', as per 'Form F-1'.
 - (c) 'Agreed Terms and Conditions', as per 'Form F-5'
 - (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
 - (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
 - (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB



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- (j) Copy of EMD /, Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Class-I Local Suppliers bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PPP-MII), if applicable .
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*. **(Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not).**
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13' – Not applicable
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

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



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event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

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

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

12 **BID PRICES:**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP order by BCPL.

- 12.2 Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract (“GCC”), Special



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

- 12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, including **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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



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

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

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

13.5 Where BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

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

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

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

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

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

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

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.



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

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

- 13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Service Provider under this contract or under any other contract.

13.10 Anti-profiteering clause

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

- 13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work, then BCPL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.
- 13.12 GST, as included by the bidder in Price bid/Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder includes “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the



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“Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BCPL shall place orders.

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

13.14 Provision w.r.t. E- Invoicing requirement as per GST laws:

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to BCPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary



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evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

- 13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BCPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BCPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BCPL.

14 **BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

15 **BID VALIDITY:**

- 15.1 Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/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 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT (EMD):**

- 16.1 Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**'/**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F 2B of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

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

- 16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in



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India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond :

- (i) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.



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- (ii) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- (iii) Sellers/ Service Provider having annual turnover of INR 500 Crore or more.
- (iv) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- (v) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond

16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A **DECLARATION FOR BID SECURITY**

Bidder to whom exemption is allowed as per Clause no. 16.8 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 **PRE-BID MEETING (IF APPLICABLE):**



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- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID:

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

19 ZERO DEVIATION AND REJECTION CRITERIA:

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Bidding Documents may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Bidding Documents only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviation(s) or reservations. BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The



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request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 **REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender Documents shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration (if applicable)
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments to Service Providers electronically and to facilitate the payments electronically through ‘e-banking’.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BID:**

- 21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.



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21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID:

22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.

22.2 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GeM portal / communicated to the bidders.

23 LATE BID:

23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

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

23.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID:

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

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

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



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- 25.1 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(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action.
- 25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of BCPL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 **BID OPENING**

26.1 **Un priced Bid Opening:**

BCPL will open unpriced bids at the schedule date & time.

26.2 **Priced Bid Opening:**

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive.

Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

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

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

27 **CONFIDENTIALITY:**

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder



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28 **CONTACTING THE EMPLOYER:**

- 28.1 From the time of bid opening to the time of contract award, no bidder shall contact BCPL on any matter related to the bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence BCPL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**

- 29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.



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- 29.4 The employer shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System } and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 **CORRECTION OF ERRORS:**

Not Applicable

31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

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

32 **EVALUATION AND COMPARISON OF BIDS:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

Refer BDS for tie breaker criteria.

33 **COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

34 **PURCHASE PREFERENCE:**



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Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.

[F] – AWARD OF CONTRACT

35 AWARD:

Subject to “ITB: Clause-29.0”, BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“BCPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.

BCPL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder..

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. . The detailed GeM Contract / detailed Letter of Acceptance



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- shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.
- 36.6 **In addition to GeM Contract(s), BCPL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from BCPL.**

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]:



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- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:
- a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149; b) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and
 - c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.
- Bank Guarantee towards CPS 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.
- 38.3 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4
- 38.4 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 EMD/~~ action as per declaration for Bid Security.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.



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38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.

38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 ~~The Fraud Prevision Policy document is available on BCPL's website (www.bcplonline.co.in).~~

39.3 ~~Name and contact details of nodal officer refer BDS:~~

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Service Provider/Bidder indulged in fraudulent/



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coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE):

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption from submission of EMD shall be as per Government e-Marketplace (GeM), GTC.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% 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 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

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

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

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-



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

The MSE(s) owned by Women shall mean:-

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

- 40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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

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

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name,



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Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

- M/s A. TREDIS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TREDIS facility, if they want to.

40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

41 AHR ITEMS

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

I) Rates as per SOR, quoted by the Service Provider/Bidder.

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

- a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
- b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus



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15% to cover Service Provider's supervision profit, overhead & other expenses.

42 **VENDOR PERFORMANCE EVALUATION:**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. **INCOME TAX & CORPORATE TAX**

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

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

43.3 **TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) **Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL:**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

44. **DISPUTE RESOLUTION**

1. **PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**



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- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

- 2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of “Delhi International Arbitration Centre”.

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator



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who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

45. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for



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resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

Not Applicable

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49 **PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance



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of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BCPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the service provider under this contract or under any other contract.

51 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

52. **ANJANI PORTAL**

~~BCPL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.~~

~~Accordingly, BCPL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/frmllogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA-Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~

~~Further, User Manual is also available on aforesaid portal.~~

53. **DOCUMENTS FOR PAYMENT:**

Payment terms shall be as mentioned in GCC-Services/SCC.



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However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

~~Further, BCPL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Service Provider / Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.~~

54. **ORDER TRANSMITTAL SYSTEM: [FOR APPLICABILITY OF THE CLAUSE REFER BDS]**

~~The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.~~

~~Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal For Suppliers)) or https://gailebank.gail.co.in/COGA_AUDIT/fmUserLogin.aspx.~~

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.~~

55. **ASSIGNMENT/SUBLET**

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)- Services:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.

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Annexure-A

Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.
- iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

- iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.



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Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

- The Financial BEC of tender is to be met by bidder on their own.

(v) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>



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Appendix-A1 to Annexure-A

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Brahma Putra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
M/s.

For and on behalf of
(Supporting Company)
M/s.

Witness:

Witness:

1)

1)

2)

2)



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Appendix-A2 to Annexure-A

GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of(insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and



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without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation



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of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____
Signature _____
Name _____
Designation _____
official seal _____

Witness:

1. Signature _____
Full Name _____
Address _____

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



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Appendix-A2A to Annexure-A

CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.



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Appendix-A3 to Annexure-A

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahma Putra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the
context so require include its successors and assignees) have been placed/ awarded the
job/work of _____ vide PO/LOA/FOA
No. _____ dated _____ (herein after called CONTRACT/
ORDER) for Brahma Putra Cracker and Polymer Ltd. having registered office at 1st Floor,
House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at
Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after
called the "BCPL" which expression shall wherever the context so require include its
successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head
office at _____ based on whose experience/technical strength, the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless
repugnant to the context or meaning thereof include all its successors, administrators,
executors and assignees) has agreed to provide complete technical and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above, entered between BCPL and the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BCPL having agreed that the
'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian
Rupees/US\$ towards providing complete financial and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above,

The said M/s. _____ (Supporting
Company) 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 (name of the bank) _____ registered under the
laws of _____ having head/registered office at
_____ (hereinafter referred to as "the Bank", which



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expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

2. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
3. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.



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7. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
 - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail :
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name



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of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

- 2.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser as per format appended below.
4. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS		(A) EMAIL ID :			
			(B) ADDRESS :			
			(C) PHONE NO :			



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Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;



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- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I to Section-II.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.



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Form-IA of Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“ HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.”

e-TENDER No.: BCPL/C&P/LE23W204SD/03082

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s_____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and we certify that

- (i) Bidder is not from such a country []
- (ii) If the Bidder is from such a country []
which shares a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

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



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Form-IB of Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:“ HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.”

e-TENDER No.: BCPL/C&P/LE23W204SD/03082

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We, M/s _____ (*Name of Bidder*), have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) The Bidder does not have ToT with such a country []
- (iii) If the Bidder is having ToT from such a country []
which share a land border with India, has been registered
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority to be attached by the bidder)

(Bidder is to tick appropriate option (✓) above).

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.”

TENDER No.: BCPL/C&P/LE23W204SD/03082

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (*Name of Bidder*) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s_____ (*Name of Bidder*) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered.

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



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Annexure-C

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 DEFINITIONS:-

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas



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(vi) **Procuring Entity** means Brahmputra Cracker and Polymer Ltd. (BCPL)

(vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

5.0 **ELIGIBILITY OF 'CLASS-I LOCAL SUPPLIER'/ 'CLASS-II LOCAL SUPPLIER'/ 'NON-LOCAL SUPPLIERS' FOR DIFFERENT TYPES OF PROCUREMENT**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 **PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

(b) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local



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supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders -** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

- i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of



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contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PPP-MII, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PPP-MII or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (i) Public Procurement Policy for MSE 2012
- (ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

BID DOCUMENT NO: BCPL/C&P/LE23W204SD/03082 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS"



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L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII

L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%))

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of



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companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

- c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Authority who is empowered to look into procurement related complaints.
- d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
- e. In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.
- g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date



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of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.



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FORM-2 of Annexure-C
SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II
LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of policy we are:

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is to further confirm that M/s _____ (*Name of Bidder*) meet the mandatory minimum Local content /Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....
.....
.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and BCPL will take action as per provision of tender document.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORM-3 of Annexure-C

**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/
DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)**

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:
TENDER NO:

Dear Sir

"We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (**Name of the bidder**) hereby certify that as per definition specified in policy, M/s. _____ (**Name of the bidder**) is

Class-I Local supplier []

Class-II Local Supplier []

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (**Name of Bidder**) quoted vide offer No. _____ dated _____ against tender No. _____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of% .

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date: Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.



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Annexure-D

Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

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4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) *Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:*

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

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above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

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Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.



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Annexure-I

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A2 “Fraudulent Practice” means and include any act or omission committed by an 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.
- A3 “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 Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).
- A.7 “Competent Authority” shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the “COO”.
- A.8 “Allied Agency” shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. In determining this, the following factors may be taken into consideration:
- Whether the management is common;
 - Majority interest in the management is held by the partners or directors of banned/ suspended agency;
 - Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.



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- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor agency will also be considered as allied agency.

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

A.10 “Obstructive practice”: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BCPL’s rights of audit or access to information.

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 EMD shall be forfeited.

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

B.2 Irregularities noticed after award of Contract

During execution of Contract:

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

After conclusion of process and issuance of Speaking order for putting party on banning list, 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. Further such order/ contract will be closed following the due procedure in this regard.

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



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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.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of BCPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BCPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period



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If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in BCPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BCPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years



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C Effect of banning on other ongoing contracts/ tenders

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD made by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, BCPL when :-

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

D.2 Suspension Procedure:



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- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from BCPL.

The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- 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.



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D.3.2.3 after opening of price, BG/EMD made by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

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

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

E. Appeal against the Decision of the Competent Authority:

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

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

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

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



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Annexure-II

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

26.8 **GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

26.8 **OBJECTIVE**

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

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

3.0 **METHODOLOGY**

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

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) **Measurement of Performance**

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

Initiation of Measures:



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

Implementation of Corrective Measures:

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

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

4.0 **EXCLUSIONS:**

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

Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

5.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

5.1 FOR PROJECTS

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

Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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



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4	VERY GOOD	No further action
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- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: **Holiday (Red Card) for One Year**

Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**

BCPL Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under relevant clause of GCC- Services)

(a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years.**



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Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years** and they shall also to be **considered for Suspension**.

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge) Depending upon Performance Rating, following action shall be initiated by EIC:

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:
- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

- Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - First Instance: **Holiday (Red Card) for One Year**
 - Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
- Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
 - Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
 - Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of TwoYears.**



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B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant clause of GCC- Services)

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years**.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of two years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.

- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years** and they shall also to be considered for **Suspension**.

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

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

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

7.0 **EFFECT OF HOLIDAY**



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- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
- 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 7.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.
- 9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.
- 10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**
- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL



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11. **ERRANT BIDDER**

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

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card. 2. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.



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Annexure-1

Brahmaputra Cracker and Polymer Limited PERFORMANCE RATING DATA SHEET [PRDS] (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARK¹.

Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE **40 Marks**

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

1.2 QUALITY PERFORMANCE **40 Marks**

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on	10 marks
- 108 -ulfillata basis	for acceptable	
	quantity as compared to total	
	quantity for normal cases	
ii) When quality	Failure of severe nature	0 marks
failure endanger	- Moderate nature	5 marks
system integration		
and safety of the system	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE **20 Marks**

BID DOCUMENT NO: BCPL/C&P/LE23W204SD/03082 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS"



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



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Annexure-2

Brahmaputra Cracker and Polymer Limited PERFORMANCE RATING DATA SHEET [PRDS] (FOR O&M)

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

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects - 111 -ulfillata basis	Marks to be allocated on for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks



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



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ANNEXURE-III

Not Applicable



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Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL													
ITB clause	Description												
1.1	The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.												
2.1	The name of the Services to be performed is: <u>HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS</u>												
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE												
B. BIDDING DOCUMENT													
ITB clause	Description												
8.1	For clarification purposes only, the communication address is: SAMRAT DUTTA, SM(C&P) sdutta@bcplindia.co.in 7896760769 Brahmaputra Cracker and Polymer Limited, C and P Department, Administrative Building, PO_Lepetkata, Dist_DIBRUGARH, Assam, Pin Code_786006												
C. PREPARATION OF BIDS													
ITB clause	Description												
11.1.1 (q)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers												
12	Additional Provision for Schedule of Rate/ Bid Price are as under: 												
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender <table border="1"> <tr> <td>YES</td> <td>✓</td> </tr> <tr> <td>NO</td> <td>✗</td> </tr> </table> Details of Buyer: <table border="1"> <tr> <td>Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd.</td> </tr> <tr> <td>PAN No.</td> <td>AADCB2356E</td> </tr> <tr> <td>GST no.</td> <td>18AADCB2356E1ZY</td> </tr> <tr> <td>BCPL Bank details</td> <td></td> </tr> </table>	YES	✓	NO	✗	Services to be rendered at	Brahmaputra Cracker and Polymer Ltd.	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY	BCPL Bank details	
YES	✓												
NO	✗												
Services to be rendered at	Brahmaputra Cracker and Polymer Ltd.												
PAN No.	AADCB2356E												
GST no.	18AADCB2356E1ZY												
BCPL Bank details													



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14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 months from final 'Bid Due Date'.				
16.1, 16.10 and 38.6	In case 'Earnest Money / Bid Security' or "Contract Performance Security" is in the form of 'Demand Draft' or 'Banker's Cheque'/Insurance Surety Bond' / 'Fixed Deposit Receipt', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at Lepetkata/Dibrugarh In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of BCPL's Bank account are as under: Account Holder Name :Brahmaputra Cracker and Polymer Limited Bank Name: State Bank of India Branch Address :CAG II, New Delhi Account No.:35662071729 IFSC:SBIN0017313 Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in BCPL's Bank Account. <i>BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:</i> Account Holder Name : Brahmaputra Cracker and Polymer Limited Bank Name: ICICI Bank Branch Address : HS Road, Dibrugarh IFSC: ICIC0000839 <i>The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Field Number</u></th><th style="text-align: center;"><u>Particulars (to be mentioned in Row 1)</u></th></tr> </thead> <tbody> <tr> <td style="text-align: center;">7037</td><td style="text-align: center;">BCPL566911048</td></tr> </tbody> </table>	<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>	7037	BCPL566911048
<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>				
7037	BCPL566911048				

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
4.0 of IFB	For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is: SAMRAT DUTTA, SM(C&P) sdutta@bcplindia.co.in 7896760769 Brahmaputra Cracker and Polymer Limited, C and P Department, Administrative Building, PO_Lepetkata, Dist_DIBRUGARH, Assam, Pin Code_786006

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II. Tie-breaker methodology available on GeM portal will be followed.



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34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender.	
F. AWARD OF CONTRACT		
ITB clause	Description	
37	State of India which stamp paper is required for Contract Agreement:	
38	Contract Performance Security/ Security Deposit	
	APPLICABLE	✓
	NOT APPLICABLE	✕
<u>The value/ amount of Contract Performance Security/ Security Deposit</u> CPS/SD @ 10% of Annualized Order / Contract value in case contract period is more than one year.		
40	Whether tendered item is non-split able or not-divisible :	
	YES	✕
	NO	✓
41	Provision of AHR Item :	
	APPLICABLE	✕
	NOT APPLICABLE	✓
44.1	Quarterly Closure of Contract	
	APPLICABLE	✕
	NOT APPLICABLE	✓
49	Applicability of provisions relating to Startups:	
	APPLICABLE	✓
	NOT APPLICABLE	✕
54	Applicability of provisions relating to Order Transmittal System:	
	APPLICABLE	✕
	NOT APPLICABLE	✓



FORMS & FORMAT



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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2A	DECLARATION FOR BID SECURITY
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT



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F-1 BIDDER'S GENERAL INFORMATION

To,
M/s Brahmputra Cracker and Polymer Ltd.

TENDER NO: BCPL/C&P/LE23W204SD/03082

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhaar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State:



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		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Website	
10	Mobile Number:	_____
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether payment is required through TReDS	Yes / No If Yes, please provide the name of portal
15	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
	In case of Start-up confirm the following: (i) Date of its incorporation/	



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	registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]	
(ii)	Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: *BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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FORMAT F-2A

DECLARATION FOR BID SECURITY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

TENDER NO: BCPL/C&P/LE23W204SD/03082

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (*Name of Bidder*) have submitted our offer/ bid no.

We, M/s_____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

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



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OR
FORMAT F-2

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/
BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s Brahmputra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

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

We, _____ the _____ Bank at _____ having our _____ Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Brahmputra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahmputra Cracker and Polymer Ltd., 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 two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving



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instructions from Bidder M/s. _____ on
whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures)
. (currency in words only)
- b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name
Designation

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____

Date: _____

(OFFICIAL ADDRESS)

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".



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3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest money Deposit has been issued as per proforma provided below..
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	TENDER NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable)		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EM D	ADVANCE
6	BG ISSUED BANK DETAILS					
		(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		



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LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

TENDER NO: BCPL/C&P/LE23W204SD/03082

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', against the above Tender Document:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____ Fax: _____
E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' / 'Un-priced Bid Opening'.



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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Brahmputra Cracker and Polymer Ltd. _____	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Brahmputra Cracker and Polymer Ltd. having registered office at 1st Floor, House No 6 Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001 (herein after called the “BCPL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER LTD., in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.



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2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without



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- caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
10. Notwithstanding anything contained herein:
- The Bank's liability under this Guarantee shall not exceed (currency in figures) (currency in words only)
 - This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney

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

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

- The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
- The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.



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3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
	(A)	EMAIL ID :				
	(B)	ADDRESS :				
	(C)	PHONE NO :				



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AGREED TERMS & CONDITIONS

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

TENDER NO: BCPL/C&P/LE23W204SD/03082

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BID'ER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted /included applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	
	If yes, bidder will raise E-Invoice and confirm compliance to	



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Sl.	DESCRIPTION	BID'ER'S CONFIRMATION
	provision of tender in this regard.	
4.5	Bidder confirms that GST registration details have been updated on GeM portal.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/ Extended bid due date of submission of bids.	
12.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per cl.no.16.8 of Section-III].	



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Sl.	DESCRIPTION	BID'ER'S CONFIRMATION
13.	(i) Bidder confirms that none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL or (ii) The bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
14.	All correspondence must be in ENGLISH language only.	
15.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
18.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is entering into the Contract/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 Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	



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Sl.	DESCRIPTION	BID'ER'S CONFIRMATION
19.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
20.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description 'f 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform fulfillment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
21.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings 'r 'bankrup'cy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.	
22.	Bidder confirms that they have read and understood the General Conditions of Contra-t - Services enclosed at Section-IV & 'o 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC- Services.	
23.	Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcplonline.co.in)] and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice.	



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Sl.	DESCRIPTION	BID'ER'S CONFIRMATION
	Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.	
24.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
25.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	
26.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
27.	In case of any variance in the terms and conditions between GeM Contract and SAP PO/LOA, the terms and conditions of SAP PO/LOA shall prevail.	
28.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in the their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and BCPL's decision in this regard shall be final.	
29.	As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. (Applicable only for MSE Bidders).	
30	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the	



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Sl.	DESCRIPTION	BID'ER'S CONFIRMATION
	confirmations given in this format shall prevail.	
31	Bidder confirms bidder has submitted Form-1 & 2 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017	
32	Bidder confirms bidder has submitted Form-3 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 [Applicable for Procurement/Purchase value in excess of Rs.10 Crores]	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

TENDER NO: BCPL/C&P/LE23W204SD/03082

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :



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BIDDER'S EXPERIENCE

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

TENDER NO: BCPL/C&P/LE23W204SD/03082

Sl. No	Description of the Supply/ Services	PO/ Contr-act No. and date	Full Address & phone nos. of Client.	Postal & phone nos. of Client.	Value of Contract /Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion /Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: As per Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.



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F-8 (A) CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security as per provisions of Tender		
iii	signed & stamped tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped by authorised person(s)		
4.0	Confirm that the price part is uploaded in GeM portal.		
5.0	Confirm that Undertaking as per Form 1 of Annexure-III to Section-III has been submitted (applicable for MSE and Class I Local supplier).		
6.0	Confirm that Undertaking as per <i>Form-2 to Annexure-III to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-III to Section-III</i> are submitted (Applicable for all bidders including MSEs bidders).		
7.0	Confirm that Undertaking as per Form-IA, IB & II to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		



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8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		
-----	--	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
	Technical BEC				
1.	Experience	(a) Work order & completion certificate as per BEC clause no. 1.1.1 / 1.1.2 (b) Documents as per 1.1.3 (c) Documents as per 1.1.4		Yes/No Yes/No Yes/No	
2.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	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.		Yes/No	
	Financial BEC				



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1.	Average Annual Turn Over	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for preceding three Audited Financial Years	Submitted (Mention specific year.....)	Yes/No	
2.	Net Worth	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	Working Capital	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.	Submitted (Mention specific year.....) Submitted/ Not Applicable (Bidder to tick appropriate option)	Yes/No	
4.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		



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Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-9
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank's letter head)

Date:

To,
M/s. Brahmputra Cracker and Polymer Ltd.

Dear Sir,

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

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

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs. _____

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

***Refer Instructions on page 2 of 2**

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



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Instructions for Format F-10:

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 “Revenue from Operations” as per Profit & Loss account of audited annual financial statements. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
4. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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F-11

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Brahmaputra Cracker and Polymer Ltd.

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS.

TENDER NO: BCPL/C&P/LE23W204SD/03082

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

Name:

Designation:

Emp. ID:

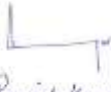


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F-13
INTEGRITY PACT

for Integrity Pact



(Pranjal Kumar Phukan)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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INTEGRITY PACT

INTRODUCTION:

BCPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (BCPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

For Integrity Pact

(Pranjali Kumar Pandey)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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ANNEXURE-1

Bidder is required to sign the Integrity Pact with BCPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BCPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any BCPL associate.
- f) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. Further, BCPL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

For Integrity Pact

(Pranjali Kumar Prakash)



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INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by BCPL, in terms of Integrity Pact (IP) which forms part of BCPL Tenders / Contracts.

- i) Sh. S. Srinivasan [email: s.srinivasan1980@gmail.com]
- ii) Smt. Deepa Krishan [e-mail: deepakrishan@gmail.com]

This panel is authorised to examine / consider all references made to it under this tender/ contract. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Sh. S. Srinivasan, email: s.srinivasan1980@gmail.com and Smt. Deepa Krishan [e-mail: deepakrishan@gmail.com] or with CC to them through their

Nodal Officer (presently Pranjal Phukan, CM (C&P)- Email pranjalk.phukan@bcplindia.co.in) in BCPL On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and BCPL authorities concerned for their disposal as per extant guidelines.

For Integrity Pact

(Pranjal Kumar Phukan)



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ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

Between Brahma Putra Cracker and Polymer Ltd., a Government of India Public Sector,
(here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/ Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as
“Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.

for Integrity Pact

(Pranjali Kumar Phukan)



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2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder (s)/Contractor (s)

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

For Integrity Pact

(Principal's Representative)



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- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

For Integrity Pact

(Principal Contractor)

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.
4. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

For Independent Pact

(Principal/Owner/Plucker)

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.



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8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

For Integrity Pact

(Principal's Representative)

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.



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For Integrity Pact

(Pranjal Kumar Phukia)

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of
Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

.....
.....
.....

Witness 2:

(Name & Address)

.....
.....
.....



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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for GeM portal.	Refer training module presentations and FAQs as available on GeM portal.
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



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F-15

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s. Brahmaputra Cracker and Polymer Ltd.

SUB:

PO NO:

Dear Sir,

We _____ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us []

(ii) Not Applicable to us []

(Supplier is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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F-16

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *___ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___ and *___ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Brahmputra Cracker and Polymer Ltd. in reference to Tender No. _____ dated _____ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahmputra Cracker and Polymer Ltd.

We further absolve Brahmputra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

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



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F-17

COMMERCIAL BID ANALYSIS (CBA) - SERVICE CONTRACT		
TENDER SUBJECT		
TENDER DOCUMENT NUMBER & DESCRIPTION::		
S.NO	NAME OF BIDDER	M/s.
		
1.0	PARTICULARS	
1.1	ADDRESS OF REGISTERED OFFICE	
1.2	ADDRESS WHERE CONTRACT TO BE PLACED	
1.3	ADDRESS FROM WHERE SERVICES ARE TO BE RENDRED ALONG WITH GST REGISTRATION NO.	ADDRESS: GST NO:
1.4	PHONE NO.	
1.5	E-MAIL	
1.6	NAME, DESIGNATION & CONTACT DETAILS OF CONTACT PERSON AS PER FORM F-3 (LETTER OF AUTHORITY)	
1.7	OFFER NUMBER & DATE	
1.8.1	STATUS OF BIDDER (MSE or Others) In case of MSE, specify the type of MSE i.e. Micro-SC/ST/WOMEN/others OR Small-SC/ST/WOMEN/others	
1.8.2	In case of MSE, submitted valid Udyam Registration Certificate duly certified by Chartered Accountant and Notary Public with Legible stamp	Submitted/ Not Submitted
1.9.1	STATUS OF BIDDER Specify the type of bidder along with documents submitted.	(Start-Up / Non-Start-up)
1.9.2	In case of Start-Up, submitted relevant documents duly certified by Chartered Accountant and Notary Public with Legible stamp	Submitted/ Not Submitted
2.0	EMD DETAILS (WHEREVER APPLICABLE)	
2.1	Item/ Section/ Group / Part Quoted	
2.2	Required EMD for Quoted Items	
2.3	EMD Amount submitted by the bidder	

BID DOCUMENT NO: BCPL/C&P/LE23W204SD/03082 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS".

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2.4	Details of EMD / Bid Security	specify DD/ BG No, DD/BG date, issuing bank, BG validity, Banker cq., Insurance Security Bond, Fixed Deposit Receipt or a letter of credit, online bank transaction.
3.0	FORMS & FORMATS	
3.1	FORMAT F-1: BIDDER'S GENERAL INFORMATION	Submitted/ Not Submitted
3.2	Status of Firm/ Company: Proprietorship Firm / Partnership Firm/ Company (Private or public) (As per Format F-1) (mention the details of documents submitted to justify the status)	
3.3	Name of Proprietor/Partners/Directors (As per Format F-1)	
3.4	<u>PAN No.</u> (As per Format F-1)	
3.5	<u>GST Registration No.</u> (As per Format F-1)	
3.6	EPF Registration No.	
3.7	ESI code No.	
3.8	FORMAT F-2A:DECLARATION FOR BID SECURITY [applicable for bidders who are exempted from submission of EMD/Bid Security]	Submitted/ Not Submitted
3.9	<u>FORMAT F-3 LETTER OF AUTHORITY [ON LETTER HEAD]</u>	Submitted/ Not Submitted
3.10	<u>FORMAT-F-5: AGREED TERMS & CONDITIONS (ATC)</u>	Submitted/ Not Submitted
3.11	Acceptance of Bid validity	Accepted/ Not Accepted
3.12	Acceptance of payment terms	Accepted/ Not Accepted
3.13	Acceptance of Contract Performance Security	Accepted/ Not Accepted
3.14	Acceptance of Contract Period / Completion Schedule	Accepted/ Not Accepted
3.15	Acceptance of Price Reduction Schedule	Accepted/ Not Accepted
3.16	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
3.17	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	Accepted/ Not Accepted
3.18	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/No
3.19	If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/No
3.20	FORMAT F-9: CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE	Submitted/ Not Submitted



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3.21	FORMAT F-10: FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER	Submitted/ Not Submitted						
3.22	FORMAT F-12:E-BANKING MANDATE FORM	Submitted/ Not Submitted						
3.23	FORMAT-F-13: [IF APPLICABLE] INTEGRITY PACT (ON PLAIN PAPER)	Submitted/ Not Submitted						
3.24	POWER OF ATTORNEY & NAME OF PERSON							
3.25	NAME OF DIGITAL SIGNATORY							
4.0	IBID DOCUMENT / GCC / REPLY TO BIDDERS QUERIES / PRICE SCHEDULE (WITH PRICES BLANKED OUT)							
4.1	ACCEPTANCE & SUBMISSION OF COMPLETE BID DOCUMENT WITH IFB, ITB, FORMS & FORMATS, GCC, VENDOE PERFORMANCE ETC.	Accepted/ Not Accepted AND Submitted/Not Submitted						
4.2	ACCEPTANCE & SUBMISSION OF REPLY TO BIDDER QUERIES	Accepted/ Not Accepted AND Submitted/Not Submitted						
4.3	ACCEPTANCE & SUBMISSION OF CORRIGENDUM	Accepted/ Not Accepted AND Submitted/Not Submitted						
4.4	SUBMISSION OF COPY OF “SCHEDULE OF RATES” WITH PRICES BLANKED OUT	Submitted/Not Submitted						
4.5	Name of the bidder is not appearing in Holiday/ Banning list as per provisions of tender	Yes/No						
6.0	LAND BORDER SHARING							
6.1	Submission of certificate as Form-IA, Form-IB & Form-II of Annexure-B to Section-III w.r.t Provisions of ‘Procurement from a Bidder which shares a land border with India’	Submitted/Not Submitted						
7.0	PPP-MII POLICY							
7.1	Undertaking as per Form 1 of Annexure-C to Section-III has been submitted (applicable for bidders who are MSE as well as Class I Local supplier).	Submitted/Not-Submitted						
7.2	Undertaking as per Form 2 of Annexure-C to Section-III has been submitted.	Submitted/Not Submitted						
7.3	Undertaking as per Form 3 of Annexure-C to Section-III has been submitted.	Submitted/Not Submitted						
7.4	Class-I Local supplier or Class-II Local Supplier							
8	BEC FINANCIAL							
8.1	The Average Annual Turnover: of the Bidder as per their audited financial results in any one of the immediately three preceding financial years shall be not less than <table><tr><th>Zone</th><th>Minimum Average Annual Turnover Requirement (Rs. in Crores)</th></tr><tr><td>Northeast-1</td><td>1.23</td></tr><tr><td>Northeast-2</td><td>0.08</td></tr></table> FY: 2022-23: Rs._____ 2021-22: Rs._____ 2020-21: Rs._____ The Average Annual Turnover:	Zone	Minimum Average Annual Turnover Requirement (Rs. in Crores)	Northeast-1	1.23	Northeast-2	0.08	
Zone	Minimum Average Annual Turnover Requirement (Rs. in Crores)							
Northeast-1	1.23							
Northeast-2	0.08							



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	<table border="1"> <tr> <td>East</td><td>2.83</td></tr> <tr> <td>North-1</td><td>4.97</td></tr> <tr> <td>North-2</td><td>7.04</td></tr> <tr> <td>South</td><td>6.97</td></tr> </table>	East	2.83	North-1	4.97	North-2	7.04	South	6.97	Rs. _____						
East	2.83															
North-1	4.97															
North-2	7.04															
South	6.97															
8.2	Item/ Section/ Group / Part Quoted															
8.3	Net worth: Net worth of the Bidder shall be positive as per the last audited financial statement.	Positive/ Negative (Enter the net worth as per Form F-10.)														
8.4	Working capital: The minimum working capital of the Bidder as per the last audited financial statement shall not be less than <table border="1"> <tr> <th>Zone</th><th>Minimum Working Capital Requirement (Rs. in Crores)</th></tr> <tr> <td>Northeast-1</td><td>0.25</td></tr> <tr> <td>Northeast-2</td><td>0.02</td></tr> <tr> <td>East</td><td>0.57</td></tr> <tr> <td>North-1</td><td>1.00</td></tr> <tr> <td>North-2</td><td>1.41</td></tr> <tr> <td>South</td><td>1.39</td></tr> </table> Note: 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 (or equivalent in USD), as per provisions of Tender Document.	Zone	Minimum Working Capital Requirement (Rs. in Crores)	Northeast-1	0.25	Northeast-2	0.02	East	0.57	North-1	1.00	North-2	1.41	South	1.39	
Zone	Minimum Working Capital Requirement (Rs. in Crores)															
Northeast-1	0.25															
Northeast-2	0.02															
East	0.57															
North-1	1.00															
North-2	1.41															
South	1.39															
8.5	Deficiency of Working Capital Amount, if any	Yes/No (specify amount (if any))														
8.6	Working Capital letter from the bank as per Format F-9	Details of the letter (Amount, Bank, date etc.)														
8.7	Submitted copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) . Copy of the audited annual financial statements shall be duly certified / attested by Notary Public with legible stamp.	Submitted / Not Submitted with appropriate remarks (if any)														



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SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]

GENERAL CONDITIONS OF CONTRACT

FOR

PROCUREMENT OF SERVICES

Brahmaputra Cracker and Polymer Ltd.

**Published in GeM
ATC**



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



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1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this contract wherever so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, even part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into contract so far as it may practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over- ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the BIDDER shall perform certain work or provide certain facilities, it is understood that the BIDDER shall do so at this cost and the value of contract shall be deemed to have included cost of such performance and provision, so mentioned.
- 1.5 The material, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATION contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In case of an irreconcilable conflict between Indian or other applicable standards General Conditions of Contract, special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict & decision taken by EIC/ BCPL shall be final.
 - i) Scope of Work
 - ii) Special Conditions of Contract
 - iii) Instruction to Bidders
 - iv) General Conditions of Contract
 - v) Indian standards
 - vi) Other applicable standards
 - vii) STC of GeM
 - viii) GTC of GeM



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2.0 TERMS OF PAYMENT: Payment will normally be made within 30 days of submission of bills and GR with correct receipt details along with toll receipt/fast tag report en-route for invoiced destination 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.

3.0 INCOME 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. GST, 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.

4.0 GST:

BCPL, Lepetkata is eligible to avail Input Tax Credit against GST charged on transportation of polymer. The rates quoted by the bidders should be inclusive of GST. The bidder should indicate applicable rate of GST & its methodology for payment i.e. Forward Charge Mechanism (FCM) or Reverse Charge Mechanism (RCM) in the Agreed Terms & Conditions of ITB.

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

- 5.1 The Transporter shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 5.2 The Transporters shall periodically submit the chalans / receipts / proof for depositing PF contribution with RPFC.
- 5.3 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.
- 5.4 The Transporter is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.



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- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 All personnel deployed by the Transporter should be on the rolls of the Transporter.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 All existing and amended safety / fire rules of BCPL, Lepetkata are to be followed within the Lepetkata plant or service center.
- 5.16 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.
- 5.17 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Transporter.
- 5.18 Before undertaking jobs, Transporter shall take work order from Engineer-in-charge and



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same shall be returned after completion of job.

5.19 All types of transport connected with the work shall be in the scope of the Transporter.

5.20 Technicians/ supervisors deployed by the Transporter should be technically qualified for fulfilling the contractual obligation.

5.21 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.

6.0 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.

7.0 UNDERTAKING

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

8.0 **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.

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

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

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

b. Violation as above resulting in:

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

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

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

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



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SECTION – VI

SCOPE OF WORK [SOW]



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

1.0 SCOPE OF WORK:

- Transportation of Polymer, packed in woven sacks of 25 kgs each, from Lepetkata to various zones / destinations throughout the country.
- It shall be the responsibility of the transporters to ensure placement of trucks as per the indent/plan schedule issued by BCPL **within 24 hrs.**
- **The transporter shall depute adequate number of experienced staff at BCPL Lepetkata Marketing Gate for day-to-day coordination with BCPL considering daily operations in 2 shifts from 6 am to 10 pm or till completion of dispatches for the day. One of the staff shall be declared as nodal officer with valid PoA (Power of Attorney) during the execution of the contract wrt submission of bills & correspondence exchange.**
- 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.
- The transporter shall ensure that the entire documentation for transportation of material like Invoice, Challans, e-Way Bills, LR/GR/e-LR, Documents, and declaration forms under GST Law and / or any other documents as per the prevailing rule have been complied/ collected with before dispatch of vehicle from BCPL plant.
- 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.
- Submission of consignee copy of LR/GR/e-LR along with the Transporters copy of Invoice at the respective destination.
- Obtain the “Receipt Details” at the back of the Drivers copy of LR / GR, from the receiving customer / consignment stockiest/GAIL warehouse. In future BCPL may require digital lorry receipt which will be a binding on the transporter.



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- Timely submission of transportation bills along with Drivers copy of LR / GR in paper form/digital form duly endorsed by the receiving customer / warehouse with full “Receipt Details” along with copies of RC of the vehicles and **the last toll receipt/fast tag report en-route for invoiced destination.**
- **Transporter to arrange marine insurance policy for BCPL’s material in transit (including sales return) for entire contract period. The sum assured should cover entire value of material in transit at given point of time. (refer clause 13.0 for detailed insurance modalities).**
- 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.
- Rates per MT per Km will remain same for any location within the Zone. The zones have been defined in Annexure I.
- **Transporters have to ensure that Vehicles are preferably equipped with suitable tracking device, which enable tracking of vehicle en-route up to destination.**
- **Contractors are required to make efforts to provide opportunity of employment to the local people and weaker sections of the society also.**

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

The contractor will be required to furnish CPBG @3% within 15 days from the date of FOA.

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 and **last toll receipt/fast tag report en-route for invoiced destination** 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



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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 BEC, SCC & SOW).**

5.0 CONTRACT PERIOD

The contract shall be valid for a period of 02 (Two) years from the date of Order/Contract. However, BCPL reserves the right to extend the contract for a further period of six months on the same terms and conditions or terminate the contract at any time by giving seven days' notice without assigning any reason thereof.

6.0 MOBILISATION PERIOD

The contract shall commence within 15 days from the date of FOA which may be construed as Mobilization period. Transporters are expected to fulfill all formalities & make all arrangements including deployment of their staff/resources within mobilization period.

7.0 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:

7.1 In perfect roadworthy condition & maintain all features necessary for smooth & safe transportation of product over long distances. The Transporter should ensure that loading



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of all trucks is undertaken as per RTO registration book. BCPL shall have the right to load any quantity of the product within the RTO approved load as per registration book.

- 7.2 Transporter shall not place trucks beyond the validity period defined in national /State permit and fitness certificate
- 7.3 It will be the responsibility of the transporter to ensure that the deployed truck is equipped with all the permits, PUC/fitness & licenses (e.g. e-way bills, Challans, GST documents, Declaration forms under GST law, Road Tax and all other Tax certificates) required for authorized road movement before dispatch from BCPL premises. The transporter should ensure regular payment of MV tax. The Transporter should also ensure that the Driving License of the driver is valid during the period of transportation and **the driver has to carry his aadhar (UIDAI) & original DL**. 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.
- 7.4 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.
- 7.5 Trucks provided should be fit to carry the product over long distance(s) and deliver the consignment in good condition **without trans-shipment 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.
- 7.5 Trucks blacklisted / suspended shall not be offered by the transporter.
- 7.6 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.
- 7.7 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:
- 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.
 - Trucks should be provided with clean, dry body so that material / consignment & its packaging are protected against any color stains of last goods carried by the truck / rust of the truck body.
 - **Trucks provided are properly covered with Tarpaulins from the bottom, sides, and top before entry / loading.**



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- **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.**
- **Vehicles to be covered with Tarpaulin from back, soon after loading before exit.**
- **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.**
- Transporter / Driver to be advised to provide Slant Roof, to avoid formation of water pockets and subsequent seepage.
- Trucks with containerized body shall be preferred provided the body is not damaged and is in perfect roadworthy condition.
- Transporter to follow all rules / regulations regarding transportation of goods as notified by State / Central government from time to time.
- The transporter shall collect only correctly filled & stitched polymer bags with grade & lot no printed on bags which are clean / dust free, dry and deliver the same at Customer's end in intact condition.
- In case there are any shortages observed at customer's end, its cost with applicable penalty shall be recovered from the transporter. At the time of delivery, in case of any dispute arising between transporters and customer / consignee on account of wet / torn/ damaged conditions of consignments and the matter is referred to Insurance Company then it will be governed by clause 13.0
- Goods shall be transported at the Carrier's Risk. Accordingly, the transportation of Goods shall be governed by the terms & conditions of this contract and any other terms & conditions mentioned overleaf of LR / GR by transporters shall be treated as null & void.
- Check the head and taillights, brakes, direction light before transit.
- Check all the papers, transport document, identity papers, address and emergency phone numbers before transit.
- Do not leave the vehicle unattended.
- Do not let anyone loiter near the loaded vehicle.
- Consult with officials on the scene before passing by a fire on the road.
- Do not push or tow a truck carrying material.
- Follow a planned route that minimizes exposure in densely populated areas.
- Park in un- congested areas.
- Drive a safe distance away from other traffic.
- Protect cargo against shifting. Do not make sudden stops or turns.
- Do not wear hobnail or metal-cleated boots.
- Protect the load from adverse weather and keep cargo dry.
- Provide ventilation of the load.
- Ensure containers are tightly closed (Whether full or empty).
- Ensure storage batteries are protected from movement and from contacting each other; protect and insulate the terminals against short circuits.



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- Know proper first aid procedures.
- Follow road safety rules and regulations while driving and parking.
- Protection against rain / moisture by adequate tarpaulins cover.
- Besides crew i.e. the driver and helper, no other person is to be allowed to travel in the trucks carrying Polymers packed in Woven sacks.
- Vehicle crew should be adequately trained with the operation of fire extinguishers.
- Stout steel guard on HSD tanks should be provided to minimize damage to fuel tanks in the event of any accident.
- Caps with locking arrangement should be provided on HSD tank to prevent spillage in the event of topping down of the trucks / containers.

7.9 Transporter is to ensure that the trucks placed for lifting BCPL's material are preferably equipped with suitable tracking device, which enable tracking of vehicle en-route. Last Toll receipt/fast tag report en-route for invoiced destination as proof of delivery of material to BCPL shall be enclosed with each LR/GR and submitted along with freight bill.

7.9.1 If transporter fails to submit Last Toll receipt/fast tag report en-route for invoiced destination as proof of delivery of material to BCPL, it shall attract penalty @ 50% of gross freight of trip at the time of settlement of freight bill.

8.0 QUANTITY:

8.1 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.

8.2 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.

8.3 **Deductions as detailed in Clause 13.4.2** shall be applicable on the shortages mentioned as per the receipt details given on the back of GR / LR/e-POD.

8.4 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.



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8.5 PRODUCTS & PACKAGING

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

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

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

9.0 THE CONTRACT RATES

The rates **Per Kilometer Per Metric Ton** must be quoted. The transporter is required to submit most competitive rates **per Kilometre per Metric Ton** for various zones as listed in schedule of rates (SOR), and shall be **inclusive** of the following:

9.1 The quoted rates should be on **F.O.T (free on truck/trailer) destination basis** which should cover the following:

9.1.1 **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.

9.1.2 **All insurance and GPS charges.**

9.2 Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, **except Octroi (please see clause 18.7)** that are / may be imposed during contract period by any Central / state / municipal / local or other bodies.

9.3 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.

9.4 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.

9.5 Mandatory random checking of any loaded vehicle (vehicle to be chosen/ decided by BCPL authorities) (unloading, recounting of bags, reloading) will be carried out at BCPL (minimum twice a month). All charges pertaining to this activity will be borne by transporter.

9.6 Vehicles carrying export consignment may have to wait at border for various documentation/clearance purposes. No demurrage charges will be paid to the vendor by BCPL on account of such delays/retention. Transporter(s) assigned for East Zone are bound to accept export orders. Also, Suvidha-vehicle facilitation system fees for export



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vehicle in West Bengal to be borne by transporters. The details of the Suvidha charges per vehicle are as follows:

- 1) ₹10000/- for more than 06 Wheeler to 12 Wheeler
- 2) ₹12000/- for 14 Wheeler to 18 Wheeler
- 3) ₹15000/- above 18 Wheeler

9.7 PRICE VARIATION

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

The formula for Price Variation is:

For Rest of the country:

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

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

For Northeast:

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

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

Initial Base HSD price shall be taken as the price of HSD at Dibrugarh, dist. Dibrugarh, as on 25th day of the previous calendar month, preceding the Bid due date being the basis of rates in Transportation service contract. Reference for HSD prices may be taken from IOCL website (<https://associates.indianoil.co.in//PumpLocator/>)

- The above calculations shall be governed as per the distance mentioned in Annexure-I (of Scope of Work of Tender Document) 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.\



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- 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 i.e rate per KM shall remain same for all destinations within the same Transportation Sector.

9.8 RETURN OF POLYMER (SALES RETURN):

9.8.1 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 Tax Invoice, copy of dispatch advice etc and all other forms required for inward transportation of product to Lepetkata. It will be the responsibility of the transporter to collect all necessary documents including all tax related 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.

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

9.8.3 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.

9.8.4 For such return of polymer consignment, the transporter shall not be entitled for payment of Minimum Pay Load (i.e. 9 MT for Northeast and 15 MT for rest of the country) and BCPL shall not levy non-placement penalty & late delivery penalty on the transporter. However, the transporter shall ensure immediate lifting within **5 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 **5 days**, 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.

10.0 PLACEMENT OF TRUCKS AND PERFORMANCE OF CONTRACT

10.1 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: 10.2.

10.2 DESPATCH PLAN & PLACEMENT

10.2.1 Reporting time of Trucks: **7 A.M. to 4 P.M.** at entry gate at BCPL, Lepetkata.



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

10.2.3 **The cumulative dispatch program / plan will be filed/ maintained at the LEPETKATA Gate office daily. The Transporter will be responsible for taking daily Plan from MARKETING DEPT. at LEPETKATA.** To help improve placement coordination, the Transporter may also indicate their e-mail address / whatsapp numbers for communication of the dispatch program / plan by BCPL Marketing Dept.

10.3 NON PLACEMENT PENALTY

10.3.1 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.

10.3.2 NON PLACEMENT PENALTY WILL BE LEVIED AS FOLLOWS:

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

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

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

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

10.3.4 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



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

11.0 LOADING / UNLOADING / STACKING/ TRANSSHIPMENT:

- 11.1 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. **The transporter is prohibited from carrying goods other than that of BCPL while transporting the product. In case of any violation, a penalty of Rs 25,000/- per instance shall be imposed.**
- 11.2 It shall be the responsibility of transporter to inform the reporting of material at customer/CS warehouse. The reported material shall be unloaded not later than very next day of reporting day. If customer/CS fails to unload the material within stipulated time, detentions charge of Rs 50/MT per day shall be payable to transporter periodically. Transporter should submit communication and proof regarding delay in unloading along with freight bills. The detention charges shall be recovered from customer/CS. However this clause will not be applicable in case of factory closure/strike or any other force majeure condition at customer/CS end. **No detention charges shall be payable for detention at Lepetkata.**
- 11.3 The transporter should ensure that the material is properly un-loaded & stacked in the receiving warehouse.
- 11.4 Trans-shipment and/or part delivery of consignment during transit is strictly prohibited. In case of any violation of this, BCPL shall impose standard penalty of Rs 5000/- per instance. This penalty 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 accidents, however, the same shall be supported with a copy of F.I.R clearly indicating the accidental truck number. The late delivery penalty(as per Clause no:12.1) 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.
- 11.5 Transporter shall facilitate random physical checks of exiting trucks as desired by BCPL Security at its costs.



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- 11.6 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.
- 11.7 The transporter will arrange to bring to use GR / LR's **(on white page sheets)** with pre-printed serial numbers only, which are exclusive for BCPL consignments **at Carrier's risk. Transporter's LR/GR should bear their registration number under 'Carriage Act 2007' or 'Carriage by Road Rules, 2011'**. 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. **Transportation of goods shall be governed as per terms and conditions of this contract and any other terms and conditions mentioned overleaf LR/GR shall be treated as null & void.**
In case BCPL decides to go for digitalization of GR/LR and delivery receipt, GR/IR shall be generate online with all specification as required by BCPL and shall be accepted by transporter.
- 11.8 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.
- 11.9 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.

12.0 TRANSIT TIME & DELIVERY

- 12.1 **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



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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 100/- 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.

12.2 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.

12.3 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.

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

However in case of digitalization, e-confirmation shall be made by customer/CS/warehouse in-charge online.

12.5 **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.

12.6 **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.

12.7 **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.

13.0 TRANSIT INSURANCE/ INSURANCE OF VEHICLE AND CARGO FOR



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DISPATCH

- 13.1 **Transporter(s) will be responsible for taking marine insurance policy for material/cargo in transit (including sales return to BCPL, Lepetkata). Transporter will submit insurance copy to EIC before commencement of contract. The sum assured should cover entire value of material in transit at any given point of time for all sectors awarded to the transporter. The premium paid receipts (for two years of contract period) should be submitted to EIC.**
- 13.2 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.
- 13.3 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)/ Zonal 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 assessed loss of such material will be recovered from the transporter's bill/ payment as defined in Clause no 13.4.** All necessary paper work and follow-up activity with the insurance company in this regards will be undertaken by the transporter.
- 13.4 The material losses in transit are categorized, into the following **five** categories and responsibility of the transporter in respect of losses under each of the category is clarified below:

13.4.1 CONTAMINATION:

Transporter to take due care to protect the material from any external contamination en-route. In case the material is found contaminated but not rejected by the customer, then loss due to contamination as assessed by the customer/CS and as confirmed by the respective Zonal Office to BCPL shall be recovered from the transporter.

In case of rejection of material by the customer on account of suspected contamination in transit, **no transportation charge will be paid for the futile trip during which the product got contaminated and subsequent trip for transportation of the contaminated product to a location advised by BCPL/GAIL Zonal Office/GAIL PMG. In addition any loss to BCPL on account of down gradation of returned material at Lepetkata shall be recovered from transporter.**



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In addition to the above non-refundable penalty @ Rs10, 000 per instance shall be levied on transporter for all reported cases of contamination en-route.

13.4.2 SHORT/PARTIAL DELIVERY OF BAGS/MATERIAL:

In case of **short/partial-delivery of the material** (if FIR/police enquiry is not initiated by transporter) due to any reason, BCPL shall recover 1.5 times the invoice value of the non -delivered bags/material. **If the FIR is filed by the transporter than BCPL shall first recover the invoice value of the non -delivered bags/material.** Value of bags/material will be computed on the basis of total invoice value (price+ duties, taxes and freight etc.).

13.4.3 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/ hijacking / missing etc. in transit etc. the transporter will initiate action as per **transit insurance claim** 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 **fit** 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.

Full value of consignment (Invoice Value including of all duties, taxes and freight) will be recovered initially from the transporter Pending bills payment or BG. In addition BCPL shall levy a standard penalty of Rs.100, 000/-for all such cases **except accident, fire and natural calamity** reported as mentioned above. That standard penalty shall be non-refundable. The transporter shall send the intimation of the accident and loss in transit by fax/ email to the Engineer-In-charge at BCPL's Marketing Department at Lepetkata and a copy to the concerned zonal office. BCPL Marketing Department should be intimated immediately but not later than **five** days from the date of accident. If such intimation is not received within above period, or within 5 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. **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 the loss of such consignment at a rate of 2 times the value of the assessed loss from the transporter. However, for repeated malafied act, transporter may be placed in banning list.**

The identified missing/ non-delivered consignment/ trucks, should be reported to BCPL (Marketing Department, BCPL, Lepetkata) immediately and not later



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than 5 days' time over prescribed transit time period, failing which the penalty of Rs 10,000/- (non-refundable) will also be levied, for late information.

13.4.4 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.

13.4.5 DELIVERY OF WET MATERIAL

Transporter shall take sufficient care to prevent the material getting wet en-route. In case the material is delivered in wet condition and material is rejected by the customer on account of material getting wet (partially or fully) in transit, transporter shall arrange to bring the material back to Lepetkata in intact condition. A penal deduction @ Rs 2500/- Per MT for entire consignment shall be levied on transporter for the loss caused to BCPL's material. No transportation charges will be paid for the futile trip during which the product got wet and subsequent trip for transportation of the wet product to a location as instructed by BCPL. In case the material is not rejected by the customer, then loss on wet quantity of material as assessed by Customer/CS and routed through concerned Zonal Office shall be recovered from the transporter. In addition a penalty @ Rs.2500/- per MT on wet quantities shall be levied on transporter.

13.5 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.

13.6 Transporter should take sufficient care to avoid the losses as detailed in scope of work.

13.7 BCPL will also be entitled to compute the amount of loss suffered by BCPL /Customer / Consignment Stockiest and entitled to be reimbursed from the transporter and decision & determination by BCPL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the transporter and shall not be questioned in any court of Law or arbitration or otherwise and the transporter do hereby irrevocably authorize BCPL to set off and adjust such loss or damage against the pending payments / Security Deposit / Bank Guarantee to the transporter and in the event of shortfall therein, the transporter shall immediately upon a demand raised by BCPL, pay the same to BCPL without demur or objection.

13.8 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 use. If any truck is reported missing and remains non-delivered within 5 days from the transit time, the full value of the consignment will be immediately recovered from the transporter. If BCPL is convinced that the nondelivery is due to malafide act of the concerned transporter or its representative, BCPL reserves the right to recover full value of such consignment at a penal rate of 2 times the value of the concerned consignment from the transporter. The



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identified missing/ non-delivered consignment/ trucks, should be reported to BCPL Marketing Department, Lepetkata immediately and not later than 5 days' time over prescribed transit time period, failing which the penalty of Rs. 10,000/- will also be levied, for late information. Transporter is required to send a weekly report on such exceptional cases.

13.9 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.

13.10 Deterioration in External Condition of Bags: In case of any deterioration in external condition of bags due to mis-handling of consignment by transporter for eg. Spillage of oil, paint, dust, Greece etc. a Penalty of Rs 10,000/- per instance shall be imposed.

14.0 LOSS OF ORIGINAL DOCUMENTS / INVOICE/ ROAD PERMIT (EWB)

14.1 INVOICE:

In case of loss or manipulation or mutilation or tampering of Original Invoice copy, the entire GST 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.

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

The Transporter will submit the GR / LR's(mentioning at carrier's risk on white page sheets) at the time of placement of trucks as per the following:

- a. The first copy will be Drivers Copy (which will be re-submitted along with the receipt details at the back).
- b. All the GR / LR's should have pre-printed serial numbers exclusive for BCPL consignments. Hand written GR / LR numbers will not be acceptable. Loss of the Driver Copy of GR / LR, first copy, (on which the receiving warehouse will give the receipt endorsement) will attract a deduction @ Rs 5000 per GR / LR.

However receipt details on consignee copy shall be accepted for freight billing on case to case basis wherever customer for some reason is not willing to acknowledge receipt on drivers copy.

However in case of digitalization of freight billing and GR/LR, digitally acknowledged GR/LR shall be received from transporter and receipt confirmation from customers/CS/ GAIL w/h also will be taken in digital mode online.

14.3 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.

14.4 E-WAY BILLS & OTHER STATUTORY DOCUMENTS:

The Transporter will ensure that before the truck exits from BCPL premises, all the documents like Invoice, Challans, E-way bills, GST Documents, declaration forms under GST Law and / or any other documents as per prevailing rule have been given to the driver,



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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.

15.0 SUBMISSION OF BILLS & PAYMENT:

- 15.1 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/ GAIL warehouse in-charge.
- 15.2 The transporter should obtain the “Receipt Details” from the CS/ Customer/ Warehouse In-charge only on the “**Driver Copy**” of the GR / LR. However post digitalization, e-acknowledgement shall be received as proof of delivery. Transporters have to submit the toll receipt/fast tag report en-route for invoiced destination as proof of delivery of material to BCPL.
- 15.3 A photocopy of the “Receipts Details” from the CS / Customer shall be submitted to the concerned Branch / Zonal office.
- 15.4 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 and **the last toll receipt/fast tag report en-route for invoiced destination**. The transporter should also ensure that all bills are submitted on priority.
- 15.5 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 5,000/- per GR / LR copy** and depending upon the seriousness of the matter, may lead to strict action(i.e termination of contract, forfeit of security deposit, blacklisting of the transporter from future business etc.) in terms of appendix I (procedure for action incase corrupt/fraudulent/collusive/coercive of GCC of tender document). 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.
- 15.6 **Transporter may submit the freight bills only 2 times in a month. For references, Running account bills should be numbered in sequence along with ceiling of 2 nos in each month.**

Date of LR/ GR /	Dispatch Bill submission Schedule
1-15th of every month	On 1st – 10th of Next month
16 to last day of every month	On 16th – 25th day of next month
Transporter to ensure submission of all Freight bills within 30 days of dispatch, for payment	



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15.7 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.

16.0 OTHERS:

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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



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Transporter. Indulging in such activity in spite of previous warnings shall lead to Blacklisting/banning of the Transporter/ termination of the contract. **Black listing will debar transporters from engaging in business with BCPL for the next three (03) years.**

- 16.8 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.
- 16.9 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.
- 16.10 It shall be the responsibility of the transporter to make adequate arrangement towards tracking of consignment en-route final destination **and for compliance of the Government / Statutory requirements, transporter shall have truck tracking system for tracking of consignment.**
- 16.11 **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.**
- 16.12 **The Identity cards of all the workers who are to be engaged for the job 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.**
- 16.13 **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.**

17.0 OTHER STATUTORY CLAUSES:

- 17.1 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.
- 17.2 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.



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- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 The persons to be deployed should be on rolls of the transporter/contracting firm.
- 17.8 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.
- 17.9 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.
- 17.10 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.
- 17.11 The transporter/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner, Dibrugarh if he engages 20 or more workmen/labours.
- 17.12 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.



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- 17.13 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.
- 17.14 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.
- 17.15 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.
- 17.16 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.
- 17.17 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.
- 17.18 No accommodation will be provided to the transporter/contracting firm as per guidelines of BCPL Corporate Office, New Delhi.
- 18.7 **OCTROI:** The Transporter will undertake the following on behalf of BCPL
- 18.7.1 Observance of formalities and payment towards applicable Octroi at respective check posts.
- 18.7.2 Obtain Octroi Exemption Certificate, if applicable.
- 18.7.3 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.



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- 18.7.4 The reimbursement of the Octroi paid by the transporter will be arranged by the Branch Office/ Consignment Stokiest/ 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.
- 18.7.5 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.



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Estimated Qty, Transit time and Distance Annexure-I

Zone	State	Destination	Distance in Km from BCPL Lepetkata	Estimated Total Qty for 24 months	Transit time
EAST	WEST BENGAL	Asansol	1257	570	5
EAST	ORISSA	Balasore	1620	569.15	6
EAST	WEST BENGAL	Banglabondha	802	4203.95	3
EAST	WEST BENGAL	Bardhaman	1275	4879.4	5
EAST	WEST BENGAL	BARJORA	1307	696	6
EAST	ORISSA	Behrampur	1987	133.2	7
EAST	ORISSA	Bhubaneswar	1815	753.05	7
EAST	CHATTISGARH	Bilaspur	1883	0	7
EAST	WEST BENGAL	Bolpur	1244	295	5
EAST	WEST BENGAL	Burdwan	1275	2112	5
EAST	WEST BENGAL	Kolkata	1377	55282.83	5
EAST	WEST BENGAL	Cooch Behar	696	24	3
EAST	ORISSA	CUTTACK	1793	1242.6	7
EAST	WEST BENGAL	Darjeeling	882	5	3
EAST	CHATTISGARH	DURG	2034	0	8
EAST	WEST BENGAL	Durgapur	1300	540	5
EAST	BIHAR	GAYA	1305	0	5
EAST	WEST BENGAL	HALDIA	1495	0	6
EAST	ORISSA	Jagatpur	1796	1451.85	7
EAST	JHARKHAND	Jamshedpur	1418	288.3	6
EAST	BIHAR	Jogbani	978	0	4
EAST	BIHAR	KAIMUR	1463	0	6
EAST	ORISSA	Khordha	1841	6	7
EAST	ORISSA	Kulunga	1664	124.6	7
EAST	ORISSA	Madhupatna	1792	114	7
EAST	WEST BENGAL	Maheshtala	1396	252	5
EAST	WEST BENGAL	Mejia	1296	188	5
EAST	BIHAR	Nalanda	1231	11	5
EAST	WEST BENGAL	Nadia	1276	2.4	5
EAST	BIHAR	PATNA	1256	8883.6	5
EAST	CHATTISGARH	Raigarh	1808	0	7
EAST	CHATTISGARH	RAIPUR	1999	0	8



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Zone	State	Destination	Distance in Km from BCPL Lepetkata	Estimated Total Qty for 24 months	Transit time
EAST	CHATTISGARH	Rajnandgaon	2070	0	8
EAST	JHARKHAND	RANCHI	1480	1463.65	6
EAST	BIHAR	Raxaul	1308	0	6
EAST	ORISSA	Rourkela	1651	10	6
EAST	WEST BENGAL	Siligudi	812	5575.05	3
EAST	ORISSA	Sundergarh	1717	382	6
EAST	WEST BENGAL	Jaigaon	723	0	3
EAST	WEST BENGAL	Birpara	733	0	3
EAST	BIHAR	Vaishali	1216	2	5
NE1	ASSAM	Badarpur	545	0	3
NE1	ASSAM	Bakshighat	704	0	3
NE1	ASSAM	Barpeta Road	502	0	2
NE1	ASSAM	Bokakaht	193	0	1
NE1	ASSAM	Bongaigaon	553	0	3
NE1	MEGHALAYA	BYRNIHAT	417	10914.05	2
NE1	ASSAM	Chaygaon	468	5355.5	2
NE1	ASSAM	Demow	48	0	1
NE1	ASSAM	DIBRUGARH	18	815.76	1
NE1	NAGALAND	Dimapur	257	600	1
NE1	ASSAM	Goalpara	563	0	1
NE1	ASSAM	Golaghat	174	0	1
NE1	ASSAM	GUWAHATI	428	49918.116	2
NE1	ASSAM	hailakandi	569	0	3
NE1	ASSAM	Jorhat	125	1980.9	1
NE1	ASSAM	Karimganj	568	0	3
NE1	ASSAM	Kokrajarh	605	0	3
NE1	ASSAM	Nagaon	309	0	1
NE1	ASSAM	Nalbari	459	0	2
NE1	ASSAM	Rangiya	428	50.34	2
NE1	ASSAM	SILCHAR	530	0	3
NE1	ASSAM	SIVSAGAR	67	0	1
NE1	ASSAM	Sonapur	397	553.44	2
NE1	ASSAM	Sreerampore	633	0	3
NE1	ASSAM	Tezpur	296	428.15	1



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NE1	ASSAM	Kamardwisa	483	0	2
NE1	ASSAM	Tinsukia	62	597.74	1
NE2	TRIPURA	Agartala	793	1054.28	5
NE2	MIZORAM	Aizwal	701	0	4
NE2	SIKKIM	Gangtok	908	0	5
NE2	MANIPUR	Imphal	459	0	3
NE2	NAGALAND	Kohima	326	0	2
NE2	MEGHALAYA	Shillong	491	0	3
NORTH 1	UTTAR PRADESH	AGRA	2082	0	6
NORTH 1	UTTAR PRADESH	ALIGARH	2084	0	7
NORTH 1	UTTAR PRADESH	Allahabad	1614	0	5
NORTH 1	HARYANA	Ambala	2486	0	8
NORTH 1	PUNJAB	AMRITSAR	2735	0	8
NORTH 1	HP	Baddi	2564	0	8
NORTH 1	HARYANA	Bahadurgarh	2313	0	7
NORTH 1	UTTARAKHAND	Bahadradabad	2454	50	7
NORTH 1	UTTAR PRADESH	BAREILLY	2016	0	6
NORTH 1	HARYANA	Bawal	2321	0	7
NORTH 1	UTTAR PRADESH	Bhadohi	1551	0	5
NORTH 1	PUNJAB	Bhatinda	2609	0	8
NORTH 1	HARYANA	Bhiwani	2404	0	7
NORTH 1	CHANDIGARH	CHANDIGARH	2529	0	8
NORTH 1	UTTAR PRADESH	Chandauli	1464	270	6
NORTH 1	HP	Damtal	2758	0	8
NORTH 1	UTTARAKHAND	DEHRADUN	2505	0	8
NORTH 1	HARYANA	Dharuhera	2299	0	7
NORTH 1	HARYANA	FARIDABAD	2256	0	7
NORTH 1	UTTAR PRADESH	Fatehpur	1801	0	6
NORTH 1	PUNJAB	Fazilka	2692	0	8
NORTH 1	PUNJAB	Firozpur	2716	0	8
NORTH 1	UTTAR PRADESH	GAZIABAD/Noida	2278	14541.95	7
NORTH 1	UTTAR PRADESH	Ghazipur	1418	0	5
NORTH 1	UTTAR PRADESH	GORAKHPUR	1433	656	8
NORTH 1	HARYANA	GURGAON	2290	0	7



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Zone	State	Destination	Distance in Km from BCPL Lepetkata	Estimated Total Qty for 24 months	Transit time
NORTH 1	UTTARAKHAND	HALDAWANI	2118	0	8
NORTH 1	UTTARAKHAND	HARIDWAR	2299	850	7
NORTH 1	UTTAR PRADESH	HATHRAS	2127	0	7
NORTH 1	HARYANA	Hissar	2458	0	7
NORTH 1	HARYANA	Jagadhari	2491	0	8
NORTH 1	UTTAR PRADESH	JAGDISHPUR	1797	0	6
NORTH 1	PUNJAB	JALANDHAR	2655	0	8
NORTH 1	J&K	JAMMU	2880	0	9
NORTH 1	HARYANA	Kaithal	2452	0	7
NORTH 1	HP	Kala Amb	2516	0	8
NORTH 1	UTTAR PRADESH	KANPUR	1832	108646.46	6
NORTH 1	HARYANA	Karnal	2403	17128	7
NORTH 1	UTTARAKHAND	KASHIPUR	2149	0	7
NORTH 1	J&K	KATHUA	2793	0	8
NORTH 1	HARYANA	KUNDLI	2310	0	7
NORTH 1	HARYANA	Kurukshetra	2440	0	7
NORTH 1	UTTAR PRADESH	LUCKNOW	1748	0	5
NORTH 1	PUNJAB	LUDHIANA	2594	1010	8
NORTH 1	UTTAR PRADESH	MATHURA	2143	0	7
NORTH 1	UTTAR PRADESH	Meerut	2236	0	7
NORTH 1	UTTAR PRADESH	Modinagar	2309	0	7
NORTH 1	UTTAR PRADESH	Moradabad	2115	0	7
NORTH 1	UTTAR PRADESH	Muzaffarnagar	2385	0	7
NORTH 1	HARYANA	Narwana	2468	0	7
NORTH 1	HARYANA	Panipat	2371	0	7
NORTH 1	HP	Paonta Sahib	2523	0	8
NORTH 1	HP	PARWANU	2546	0	8
NORTH 1	UTTAR PRADESH	RaeBareilly	1720	0	5
NORTH 1	UTTARAKHAND	Ramnagar	2165	114	6
NORTH 1	PUNJAB	RAJPURA	2509	17802	7
NORTH 1	UTTAR PRADESH	Rania	1859	0	6
NORTH 1	HARYANA	Rewari	2316	0	7
NORTH 1	HARYANA	Rohtak	2363	0	7
NORTH 1	UTTARAKHAND	Roorkee	2437	0	7



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NORTH 1	UTTARAKHAND	Rudrapur	2096	3178	6
NORTH 1	UTTAR PRADESH	SAHARANPUR	2457	0	7
NORTH 1	HARYANA	Sampla	2340	0	7
NORTH 1	HP	SANSARPUR TERRACE	2711	0	8
NORTH 1	HARYANA	Sirsa	2550	0	8
NORTH 1	UTTARAKHAND	SITARGANJ	2064	0	6
NORTH 1	HP	SOLAN	2584	0	8
NORTH 1	UTTAR PRADESH	Sonauli	1488	0	5
NORTH 1	HARYANA	Sonepat	2329	0	7
NORTH 1	J&K	SRINAGAR	3075	0	9
NORTH 1	UTTAR PRADESH	VARANASI	1501	75	6
NORTH 1	HARYANA	Yamunanagar	2488	0	7
NORTH 2	RAJASTHAN	ABU ROAD	2820	0	8
NORTH 2	RAJASTHAN	AJMER	2469	27	7
NORTH 2	RAJASTHAN	ALWAR	2254	0	7
NORTH 2	RAJASTHAN	Balotra	2775	14	8
NORTH 2	RAJASTHAN	Barmer	2865	0	9
NORTH 2	RAJASTHAN	BEAWAR	2522	225	8
NORTH 2	RAJASTHAN	BEHROR	2361	0	7
NORTH 2	RAJASTHAN	BHARATPUR	2137	0	7
NORTH 2	RAJASTHAN	Bhilwara	2550	320	8
NORTH 2	MADHYA PRADESH	BHIND	2023	0	6
NORTH 2	RAJASTHAN	BHINMAL	2815	0	8
NORTH 2	RAJASTHAN	BHIWADI	2299	0	7
NORTH 2	MADHYA PRADESH	BHOPAL	2257	0	7
NORTH 2	RAJASTHAN	BIKANER	2661	152.5	8
NORTH 2	RAJASTHAN	Bundhi	2492	0	7
NORTH 2	MADHYA PRADESH	BURHANPUR	2522	0	8
NORTH 2	MADHYA PRADESH	CHINDWARA	2161	0	7
NORTH 2	RAJASTHAN	Chittoregarh	2547	0	8
NORTH 2	DELHI	DELHI	2281	183238.5	7
NORTH 2	MADHYA PRADESH	DEWAS	2495	60	8
NORTH 2	MADHYA PRADESH	DHAR	2607	0	8
NORTH 2	MADHYA PRADESH	GADARWARA	2098	0	7



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Zone	State	Destination	Distance in Km from BCPL Lepetkata	Estimated Total Qty for 24 months	Transit time
NORTH 2	MADHYA PRADESH	Guna	2250	30	7
NORTH 2	MADHYA PRADESH	GWALIOR	2100	0	6
NORTH 2	MADHYA PRADESH	INDORE	2536	1887.45	8
NORTH 2	MADHYA PRADESH	JABALPUR	1948	0	6
NORTH 2	RAJASTHAN	JAIPUR	2320	2305.3	7
NORTH 2	RAJASTHAN	JODHPUR	2671	1805.8	8
NORTH 2	MADHYA PRADESH	Katni	1855	0	6
NORTH 2	MADHYA PRADESH	Khandwa	2420	0	8
NORTH 2	MADHYA PRADESH	Khargone	2662	0	8
NORTH 2	RAJASTHAN	KOTA	2377	45	7
NORTH 2	MADHYA PRADESH	Mandsaur	2535	0	7
NORTH 2	RAJASTHAN	Marta City	2534	8	8
NORTH 2	RAJASTHAN	Nagaur	2582	0	8
NORTH 2	RAJASTHAN	Nokha	2640	0	8
NORTH 2	RAJASTHAN	PALI	2637	6	8
NORTH 2	MADHYA PRADESH	Pithampur	2566	39	8
NORTH 2	RAJASTHAN	RATHANGARH	2522	0	8
NORTH 2	MADHYA PRADESH	RATLAM	2585	0	8
NORTH 2	MADHYA PRADESH	REWA	1707	0	5
NORTH 2	MADHYA PRADESH	Satna	1767	0	6
NORTH 2	MADHYA PRADESH	SHAJAPUR	2431	0	7
NORTH 2	MADHYA PRADESH	Shivpuri	2156	0	6
NORTH 2	RAJASTHAN	SIKAR	2441	3	7
NORTH 2	RAJASTHAN	Sirohi	2751	0	8
NORTH 2	RAJASTHAN	Sriganganagar	2698	0	8
NORTH 2	RAJASTHAN	UDAIPUR	2701	0	8
NORTH 2	MADHYA PRADESH	Ujjain	2500	0	8
SOUTH	KERALA	Alappuzha	3738	0	10
SOUTH	ANDHRA PRADESH	Anantapur	3101	25420	9
SOUTH	KARNATAKA	BANGALORE	3248	21761	9
SOUTH	KARNATAKA	Belgaum	3225	0	10
SOUTH	KARNATAKA	Bellary	3102	0	9
SOUTH	KARNATAKA	Bidar	2715	0	9
SOUTH	KERALA	CALICUT	3676	0	10



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Zone	State	Destination	Distance in Km from BCPL Lepetkata	Estimated Total Qty for 24 months	Transit time
SOUTH	TAMIL NADU	CHENNAI	3029	2797	9
SOUTH	ANDHRA PRADESH	CHITTOOR	3055	0	9
SOUTH	KERALA	COCHIN	3682	902	10
SOUTH	TAMIL NADU	COIMBATORE	3498	2423.624	10
SOUTH	ANDHRA PRADESH	Cuddapah	2959	0	8
SOUTH	ANDHRA PRADESH	Eluru	2529	0	7
SOUTH	TAMIL NADU	ERODE	3399	0	10
SOUTH	ANDHRA PRADESH	GUNTUR	2626	100	8
SOUTH	TAMIL NADU	Hosur	3242	14	9
SOUTH	KARNATAKA	HUBLI	3215	820	9
SOUTH	TELANGANA	HYDERABAD	2718	13926.9	8
SOUTH	KERALA	Idukki	3634	0	10
SOUTH	ANDHRA PRADESH	KAKINADA	2397	0	7
SOUTH	KERALA	Kanhangad	3650	0	10
SOUTH	KERALA	Kannur	3635	0	10
SOUTH	TAMIL NADU (PONDICHERRY)	Karaikal	3329	4	9
SOUTH	TAMIL NADU	Karur	3416	0	10
SOUTH	KERALA	KASORGOD	3627	0	10
SOUTH	TELANGANA	Khammam	2634	0	7
SOUTH	KARNATAKA	KOLAR	3185	0	9
SOUTH	KERALA	kollam	3773	0	11
SOUTH	KERALA	KOTTAYAM	3710	110	10
SOUTH	ANDHRA PRADESH	KURNOOL	2957	0	8
SOUTH	ANDHRA PRADESH	Machlipatnam	2608	0	7
SOUTH	TAMIL NADU	MADURAI	3488	856	10
SOUTH	TELANGANA	Mahboobnagar	2842	0	8
SOUTH	KERALA	Malappuram	3625	318	10
SOUTH	KARNATAKA	MANGLORE	3576	6675.4	10
SOUTH	KERALA	Manjewsar	3596	360	10
SOUTH	TELANGANA	Medak	2653	0	8
SOUTH	KARNATAKA	Mysore	3463	0	10
SOUTH	TELANGANA	Nalgonda	2779	0	8
SOUTH	TAMIL NADU	Namakkal	3386	0	10
SOUTH	ANDHRA PRADESH	Nandyal	2915	0	8



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SOUTH	ANDHRA PRADESH	Narsaraopet	2685	0	8
SOUTH	ANDHRA PRADESH	NELLORE	2686	0	8
SOUTH	ANDHRA PRADESH	ONGOLE	3737	0	8
SOUTH	KERALA	PALGHAT	3557	0	10
SOUTH	KERALA	Pathanamthitta	3700	0	10
SOUTH	ANDHRA PRADESH	PIDUGURALLA	2693	0	8
SOUTH	PONDICHERY	PONDICHERY	3197	4741	9
SOUTH	TAMIL NADU	Pudukkottai	3412	66	9
SOUTH	ANDHRA PRADESH	Rajmundhry	2436	0	7
SOUTH	TAMIL NADU	RAJPALYAM	3586	0	10
SOUTH	TAMIL NADU	Ranipet	3114	0	9
SOUTH	TAMIL NADU	SALEM	3335	3000	9
SOUTH	KARNATAKA	SHIMOGA	3445	0	9
SOUTH	TAMIL NADU	Sivakasi	3572	2230	10
SOUTH	ANDHRA PRADESH	Srikakulam	2139	0	6
SOUTH	TELANGANA	Suryapet	2728	0	8
SOUTH	KERALA	THRISSUR	3606	2713.2	10
SOUTH	ANDHRA PRADESH	TIRUPATHI	3001	0	8
SOUTH	TAMIL NADU	TIRUPUR	3452	2948.8	10
SOUTH	TAMIL NADU	Trichy	3364	0	9
SOUTH	KERALA	Trivandrum	3814	0	11
SOUTH	KARNATAKA	Tumkur	3290	0	9
SOUTH	TAMIL NADU	Tuticorin	3636	0	10
SOUTH	ANDHRA PRADESH	VIJAYWADA	2588	0	7
SOUTH	TAMIL NADU	VILLUPURAM	3198	0	9
SOUTH	TAMIL NADU	Virudhnagar	3551	1810	10
SOUTH	ANDHRA PRADESH	VIZAG	2258	634.25	7
SOUTH	TELANGANA	Warangal	2669	0	8
SOUTH	PONDICHERY	YANAM	2428	50	7
Total				611498.04	

- New destinations/locations shall be added/deleted as and when the need arises and shall be binding on the transporter/Transporters.



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- Estimated quantities are based on approximation and are subjected to change depending upon market demands. BCPL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporters. The likely destination-wise quantity is mentioned only for the purpose of facilitating evaluation and comparison for bid.
- BCPL can advise for any particular assignment time to time to the Transporter as per Scope of Work and rates shall be applicable as per SOR of contract, during the validity of contract. Assignment of transportation can be informed to the transporter during the validity of contract, however, the transportation activity (ies) may be completed after the validity of contract.
- The contract will be executed by BCPL's Engineer-In-Charge and/or any other nominated executive.
- BCPL envisages that there can be more than one requirement at a time, accordingly, transporter shall be required to act simultaneously so that each requirement is met. Quantities in SOR are estimated & payment will be made for actual services rendered.
- Order value will be based on estimate of quantity on MT and distance in KM. However, payment will be made on actual executed value as certified by EIC of the Contract.

Annexure – II

S No	Deduction Particulars	Penalty Amount	Clause No
1	Non- compliance w .r.t last fasttag report /toll receipt. GR/LR/ Freight bill submitted without last fasttag /toll receipt	50% of gross freight of trip.	7.9/7.9.1
2	Non-Placement Penalty	As per Scope of work	10.3.2
3	Loading of other's Goods in the same truck carrying BCPL's material	Rs.25, 000/- per instance.	11.1
4	Trans-shipment	Rs.5,000/- per instance	11.4
5	Late Delivery	Rs. 100/- Per MT per day	12.1
6	Contamination	Rs. 10,000/- per instance	13.4.1



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S No	Deduction Particulars	Penalty Amount	Clause No
7	Non-delivery of Bags (wherever FIR/Police enquiry is not initiated by transporter)	One & half(1.5) times the Invoice value of the bags / Material	13.4.2
8	Non-delivery of Bags (wherever FIR/Police enquiry is initiated by transporter)	Full Invoice value of the bags / Material	13.4.2
9	Non-Delivery of Consignment/bags due to Missing Truck/Theft/ Hijacking/ Accident/ Fire/ Natural calamity (wherever FIR/Police enquiry is initiated by transporter)	Full value of consignment plus Penal deduction of Rs.1, 00,000/- (One Lac Only) per consignment, for every such reported case except accident & Fire cases.	13.4.3
10	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.	13.4.4
11	Wet Delivery of Material	Rs. 2,500/- per MT	13.4.5
12	No intimation penalty after 5 days of Transit Time	Rs. 10,000/- per consignment	13.8
13	Deteriorated External Condition of Bags	Rs.10,000/- per instance	13.9



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S No	Deduction Particulars	Penalty Amount	Clause No
14	Loss or Manipulation / Mutilation or Tampering of Invoice Copy	entire GST amount of the value of material as reflected in invoice will be retained along with penalty deduction of Rs. 2,000/- per document	14.1
15	Loss of Driver Copy of GR / LR	Rs. 5000/- per GR/LR	14.2.b
16	Manipulation / Tampering of “Receipt Details” of Driver copy of GR / LR	Rs. 5000/- per GR/LR	15.5
17	Un-loading of material at a place other than the defined destination / location	Rs. 50,000/- per consignment	16.7

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



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Annexure – III

RECIEPT DETAILS

Invoice number & Date

Date of Receipt / Reporting:

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**

**SIGNATURE AND STAMP OF
CONSIGNEE REPRESENTATIVE**

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



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SECTION-VII

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



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SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

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



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release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.

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

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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



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SECTION-VIII

SCHEDULE OF RATES [SOR]

UN-PRICED BID

SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS”

TENDER NO.: BCPL/C&P/LE23W204SD/03082



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TENDER No.: BCPL/C&P/LE23W204SD/03082

SCHEDULE OF RATES [SOR] **UN-PRICED**

SECTION VIII

NAME OF WORK: *HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS OF BCPL FROM BCPL, LEPETKATA TO VARIOUS ZONE ACROSS THE COUNTRY FOR A PERIOD OF 02 YEARS*

NAME OF BIDDER: _____

SL. NO.	TRANSPORTING ZONE	DESTINATION DESCRIPTION	UNIT	ESTIMATED QTY (in MT)	AVERAGE DISTANCE (in KM)
				(A)	(B)
1.	NORTH EAST-1	MENTIONED AT SCOPE OF WORK UNDER SECTION-VI OF TENDER DOCUMENT	MT	71214	411
2.	NORTH EAST-2		MT	1054	793
3.	EAST		MT	90061	1316
4.	NORTH-1		MT	164321	2015
5.	NORTH-2		MT	190167	2289
6.	SOUTH		MT	94681	3185

Note :

- Bidders are required to read the tender conditions carefully and quote the rates strictly as per the above SOR and not to use any other format.
- The evaluation of prices shall be made on zone-wise basis.

Name & Designation of authorized person submitting the tender on behalf of the Bidder :

Name of firm / Contractor:

Date & Place:

Address of firm / Contractor: