



ब्रह्मपुत्र क्रेकर और पालीमेर 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

e -TENDER NO: BCPL/C&P/CO20W037ND/1427

(Tender to be submitted in e-mode only)

निविदा दस्तावेज़ / TENDER DOCUMENT

FOR

**HIRING OF SERVICES OF CUSTOM HOUSE AGENT (CHA) FOR
IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING
TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL
LEPETKATA/LAKWA/DULIAJAN.**

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	15.07.2020 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	16.07.2020 at 15:00 Hrs
निविदा शुल्क/Tender Fee	:	Not Applicable
ईएमडी मूल्य / EMD Amount	:	Rs 6.99 Lakhs



महत्वपूर्ण निर्देश / 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.



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.



निविदा संख्या /TENDER NO:BCPL/C&P/CO20W037ND/1427 FOR “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.”

अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS
[QUESTIONS AND ANSWERS]

SN.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not ?	No
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 21.05.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (ii) There is no exemption in submission of SD (Security



SN.	QUESTIONS	ANSWER
		Deposit).
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website 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 E-Tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) **Demand Draft towards Tender fee (if applicable)**
- ii) **EMD/Bid Security (if applicable)**
- iii) **Power of Attorney**



विषय – सूची

TABLE OF CONTENTS

भाग – I SECTION-I	बोली हेतु आमंत्रण (आईएफबी)/ INVITATION FOR BIDS [IFB]
भाग – II SECTION-II	बोली मूल्यांकन मानदंड (बीईसी) और मूल्य बोली मूल्यांकन कार्यप्रणाली/ BID EVALUATION CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY
भाग – III SECTION-III	बोलीदाताओं के लिए निर्देश (आईटीबी) और प्रारूप (बोली-प्रक्रिया डेटा पत्रक (बीडीएस) के साथ पढ़ा जाए)/ INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)
भाग – IV SECTION-IV	संविदा की सामान्य शर्तें (जीसीसी)/ GENERAL CONDITIONS OF CONTRACT [GCC]
भाग – V SECTION-V	संविदा की विशेष शर्तें (एससीसी)/ SPECIAL CONDITIONS OF CONTRACT [SCC]
भाग – VI SECTION-VI	स्वास्थ्य सुरक्षा पर्यावरण [एचएसई] विनिर्देश / HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS
भाग – VII SECTION-VII	दर अनुसूची (एसओआर)/ SCHEDULE OF RATES [SOR]



भाग – I SECTION – I

बोली हेतु आमंत्रण (आईएफबी) INVITATION FOR BIDS [IFB]



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt.26.06.2020

PROSPECTIVE BIDDERS

SUB: HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract will be valid for a period of 02 (two) years from the date mentioned in LOI/LOA. The Contract may be extended by BCPL for further 6 months on same rate, terms & conditions.
II	TENDER FEE	:	Not Applicable
III	EARNEST MONEY DEPOSIT (EMD)	:	Rs 6.99 Lakhs
IV	BID DUE DATE & TIME	:	15.07.2020 upto 1430 Hrs
V	OPENING OF UNPRICED BID	:	16.07.2020 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	15.10.2020
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Open Domestic Competitive e-Bidding (Under Two Bid System Basis). Tender shall be uploaded at NIC e-Tender portal (CPPP): http://eprocurement.gov.in/ and also to be uploaded at GAIL's/BCPL's/NIC CPP website/ GeM Portal along with intimation to the prospective bidders
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	03.07.2020 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.



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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The following documents in addition to uploading in the bid on BCPL's e-tendering website 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 e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
 - i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://etenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites & will not be published on any other Media/Press. Bidders are requested to visit above websites 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-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **03.07.2020 at 15.00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Sr. Manager (C&P), Phone No. 0265 2914636/8011117266; Email ID: neeta.dutta@bcplindia.co.in ;

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited



[Neeta Dutta]
SM [C&P]
Ph: +91-0373-2914636; +91-8011117266
E-mail: neeta.dutta@bcplindia.co.in



भाग – II

SECTION – II

बोली मूल्यांकन मानदंड) बीईसी)
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)

&

PRICE BID EVALUATION

METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

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

1.1.1 Bidder must have the valid CHA license in their name.

1.1.2 The bidder must have **executed /completed** at least one (01) single order/contract of “Custom House Agent (CHA) for import/export/re-import clearance of consignments including transportation from port of clearance to owner’s location” in any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in India having minimum value of **Rs 103.15 lakh** in previous seven (07) years to be reckoned from the due date of unpriced bid opening.

Note 1:

- a) Definition of “owner’s” at point 1.1.2 above is: The end user/client by whom CHA contract is awarded..
- b) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- c) **For experience based on composite works:**

In case bidder has executed a composite work in a single contract which includes ‘Customs House Agent (CHA) for import/export/re-import clearance of consignments including transportation from port of clearance to owner’s location’ stated above at 1.1.2, then value of such qualifying work, out of total value of composite work, shall be considered for the purpose of evaluation.

1.1.3 In case of running contract for ‘Customs House Agent (CHA) for import/export/re-import clearance of consignments including transportation from port of clearance to owner’s location’ 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 above at BEC clause no. 1.1.2, 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.

Note 1 :

- a) **Original work/service order/contract and its completion/execution**



certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.

1.1.4 Relaxed Norms for Startups in technical experience criteria under clause no. 1.1.2 & 1.1.3:

Prior experience 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) 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 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 Enterprises (MSEs) or otherwise] is to be given to the specific goods/job domains wherein they are registered.

Since certificate of DIPP towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

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 for entire tendered quantity.

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

1.2 BEC- Financial: (as a single bidder)

1.2.1 TURN OVER:

The minimum annual turnover of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (FY: 2019-2020 or 2018-2019 or 2017-2018) shall be Rs. 103.15 lakhs. Bidder has to upload / submit the audited



financial results (Balance sheet and profit & Loss account statement) for the 3 preceding financial years **as per BEC clause no. 1.2.1** i.e. **FY: 2019-2020 or 2018-2019 or 2017-2018**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-2020** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding three financial year prior to **FY: 2019-2020** i.e. **FY: 2018-19 or 2017-18 or 2016-17**. Accordingly, Annual Turn-over of the bidder for the **FY: 2018-19 or 2017-18 or 2016-17** shall be considered.

1.2.2 NET WORTH:

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e., FY: 2019-20**.

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-2020** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2019-20** i.e. **FY: 2018-19** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2018-19** shall be considered

1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, **i.e. FY: 2019-20** shall be **Rs. 20.63 lakhs** .

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-20** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2019-20** i.e. **FY: 2018-19** along with un-price bid. Accordingly, working capital of the bidder for the **FY: 2018-19** shall be considered.

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-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit for at least **Rs. 20.63 lakhs** as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).



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) 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 for entire tendered quantity.

However, net worth & working capital requirement as specified in BEC clause no. 1.2.2 & 1.2.3 shall be applicable.

[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]

1.3 **Documents/Documentary Evidence required to be uploaded (submitted) in e-tender portal of BCPL by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document [All documents to be uploaded/submitted must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]	
1.	1.1.1	Status of Bidder	Bidder must submit/upload the valid CHA license in their name.
	1.1.2	Experience against execution & completion of order	a. Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed as mentioned at BEC clause no. 1.1.2 along with the details of SOR items & scope of work. b. Completion Certificate/Equivalent Certificate against the Work Order/LOA/Agreement submitted as mentioned at point "a)" above. The Completion/equivalent Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work,



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant.
2	1.1.3	Experience against execution of running AMC (Annual Maintenance Contract) / ARC (Annual Rate Contract)	a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1.3 along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.2 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.
3	1.1.4	Experience against Startup Company	Bidder to upload / submit the ‘Certificate of Recognition’ issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India alongwith the application submitted to 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 notary public with legible stamp.
	1.2	Financial Experience Criteria [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC) to	



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			<u>be uploaded(submitted) must be duly Certified/attested by Notary public with legible stamp]</u>
4	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. 1.2.1.
5	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. 1.2.2.
6	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. 1.2.3.
7		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

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

- A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.



- iii) **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.**
- iv) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**
- v) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.**

2.0 Methodology for Evaluation of Bids & Award:

- 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 For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on overall basis shall be considered excluding GST.
- 2.3 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 (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.
[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]
- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startups bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.5 In case there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy.
- 2.6 In case, there is **a tie** at the lowest bid (L1) position between Startups bidders and non-Startups bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year **duly certified by Chartered accountant.**
- 2.7 Startups are exempted from submission of **EMD.**
- 2.8 **CPBG: The following CPBG clauses, either of two shall be applicable**
- 2.8.1 The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the



purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

OR

2.8.2 *The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value 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 Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.*

2.3 **PPP Policy 2012:**

*Considering the nature of job, **splitting of quantities will not be possible**, hence the clause for award of 25 % of ordered value to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (any bidder other than MSE or start up bidder) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially within the range of L1+15%. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

.....



भाग – III

SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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



SECTION-III
INSTRUCTION TO BIDDERS
INDEX

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM JOINT VENTURE / CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS
25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

[E] BID OPENING AND EVALUATION:

26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS



31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS [PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR PERFORMANCE EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. BILLING SYSTEM
47. TRANSPARENCY
48. SALE OF BID DOCUMENTS
49. SUBLETTING & ASSIGNMENT
50. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR
51. CHECK MEASUREMENT

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS



SECTION-III
INSTRUCTIONS TO BIDDERS [ITB]
[TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)]

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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



- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.5. Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.6. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**
- 2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]- **NOT APPLICABLE FOR THIS TENDER**
4. **ONE BID PER BIDDER**
- 4.1. A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2. Alternative Bids shall not be considered.
5. **COST OF BIDDING & TENDER FEE**
- 5.1. **COST OF BIDDING**
- The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 5.2. **TENDER FEE- Not Applicable**
- 5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender



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

- 5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.
- 5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

6. SITE VISIT

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1. The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
 - Section-IV : General Conditions of Contract [GCC]
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : Health, Safety and Environment [HSE] Specifications



➤ Section-VII : Schedule of Rates

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. AMENDMENT OF BIDDING DOCUMENTS

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



[C] – PREPARATION OF BIDS

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1. **Bids are invited under e-tendering Two Bid system.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://www.eprocure.gov.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

The Bid prepared by the Bidder shall comprise the following components in 2 different folders:

11.1.1. **FOLDER-I: “TECHNO-COMMERCIAL / UN-PRICED BID”** shall contain the following:

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



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

However, bidders must submit the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

***The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. Pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.**

11.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the 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.

Note: Provision mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment/Conditions of E-tendering portal.

12. SCHEDULE OF RATES / BID PRICES

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.
- 12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7. Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

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

- 13.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST&SGST/UTGST or IGST)** is applicable.
- 13.2. Quoted prices should be inclusive of all taxes and duties, except **GST (CGST&SGST or IGST or UTGST)**. Please note that the responsibility of payment



of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

- 13.3. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

- 13.4. In case of statutory variation in **GST (CGST&SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

- 13.5.1. Owner/BCPL will reimburse the **GST (CGST&SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST&SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on



which the **GST (CGST&SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

- 13.5.2. The input tax credit of **GST (CGST&SGST/ UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6. Where the BCPL is not entitled to avail/take the full input tax credit of **GST (CGST&SGST/UTGST or IGST)**:-
- 13.6.1. Owner/BCPL will reimburse **GST (CGST&SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST&SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST&SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2. The bids will be evaluated based on total price including all taxes & duties and excluding applicable GST (CGST&SGST/UTGST or IGST).
- 13.7. BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

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

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

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

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



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

13.10. Anti-profiteering clause

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

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

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

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

16. EARNEST MONEY/BID SECURITY:

Rs 6.99 Lakhs

Not Applicable For startup

(THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICED BID. OTHERWISE THE BID SHALL BE REJECTED.)

16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a



validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.



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

17. PRE-BID MEETING (IF APPLICABLE)

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

18. FORMAT AND SIGNING OF BID

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

19. ZERO DEVIATION AND REJECTION CRITERIA

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



bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

20. **E-PAYMENT**

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

[D] – SUBMISSION OF BIDS

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

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



22. **DEADLINE FOR SUBMISSION OF BIDS**

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

23. **LATE BIDS**

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

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

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

24. **MODIFICATION AND WITHDRAWAL OF BIDS**

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



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

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

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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

26.2. *Priced Bid Opening:*

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

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

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

27. CONFIDENTIALITY

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



28. CONTACTING THE EMPLOYER

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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



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

30. CORRECTION OF ERRORS

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

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

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

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32. EVALUATION AND COMPARISON OF BIDS

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

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

34. PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35. AWARD

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



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

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

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

37. SIGNING OF AGREEMENT

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

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 38.2. **The contract performance security shall be for an amount equal to 10% of Total Order / Contract Value (exclusive of GST) OR Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) 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 (exclusive of GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.



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

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

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

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

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



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

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 21.05.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

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

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

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

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

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

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



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

Mandatory declaration of UAM number by MSE bidders on CPPP w e f 1st April'2018, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012.

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

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

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

41. AHR ITEMS

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

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

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

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

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

42. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.



43. INCOME TAX & CORPORATE TAX

- 43.1. Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2. Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3. Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 43.4. **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

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

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

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

- 45.1. Brahma Putra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes



which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

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

46. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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



(b) Address:
To,

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

47. TRANSPARENCY

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

48. SALE OF BID DOCUMENTS

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

49. SUBLETTING & ASSIGNMENT

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

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

50. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR

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



51. CHECK MEASUREMENT

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

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



52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
53. 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.

.....



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

A. Definitions:

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



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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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



with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority



by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

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

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

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

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



- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
-



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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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



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

3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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



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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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



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

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

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

- (B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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

6.0 **EFFECT OF HOLIDAY**

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



6.3. Effect on other ongoing tendering:

- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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

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

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

10.0 **ERRANT BIDDER**

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

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



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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - 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

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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature - 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

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



(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:



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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:



(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://eprocure.gov.in/eprocure/app> → click Information about DSC.

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

(II) Why Digital Signature is required?

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

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

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

Digital Signatures can be obtained using following steps:

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

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

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

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



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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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



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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

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



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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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

18. IT Resources:

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

19. Form for DSC Deactivation for bidders:

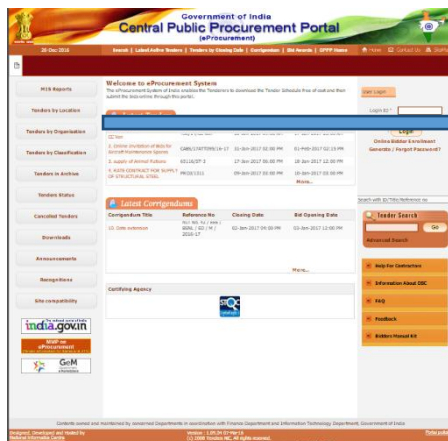
For DSC deactivation Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → Form for DSC deactivation for bidders.

20. Search Tender for Guest Users:



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

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

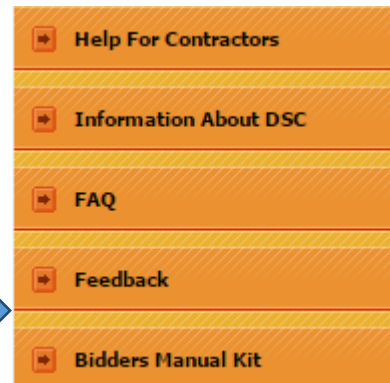




21. Check list / Quick View Summary:

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

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



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

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

In FAQ user will get various FAQ related to:

- GENERAL Q&A about e-procurement.
- On line enrolment Q&A
- Password related Q&A
- DSC related Q&A
- Tender related Q&A
- Security related Q&A
- Foreign bidder related Q&A
- User account related Q&A

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

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

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



9 BoQ Preparation Guidelines

[BoQ_Help_Bidder_ItemRate.pdf](#)

[BoQ_Help_Bidder_ItemWise_Tax.pdf](#)

[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

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

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

-----X-----



ANNEXURE-IV

BIDDING DATA SHEET (BDS)
ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/CO20W037ND/1427				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF SERVICES OF CUSTOM HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at Lepetkata.				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Ms. Neeta Dutta, SM (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: neeta.dutta@bcplindia.co.in;				



C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be four (4) months from final 'Bid Due Date'.
16	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of Brahmaputra Cracker & Polymer Ltd. , payable at Lepetkata

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: BCPL/C&P/CO20W037ND/1427
22.3	For submission of EMD only, the Owner's address is : Attention: Ms. Neeta Dutta , SM (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: neeta.dutta@bcplindia.co.in;



26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: Neeta.dutta@bcplindia.co.in; Date: 16.07.2020 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☐
APPLICABLE	☐				
NOT APPLICABLE	☐				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☐	NOT APPLICABLE	☐
APPLICABLE	☐				
NOT APPLICABLE	☐				
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table> Whether tendered item is non-split able	APPLICABLE	☐	NOT APPLICABLE	☐
APPLICABLE	☐				
NOT APPLICABLE	☐				



	or not-divisible :				
	<table border="1"><tr><td>YES</td><td>YES</td></tr><tr><td>NO</td><td>NO</td></tr></table>	YES	YES	NO	NO
YES	YES				
NO	NO				
41	Provision of AHR Item :				
	<table border="1"><tr><td>APPLICABLE</td><td>YES</td></tr><tr><td>NOT APPLICABLE</td><td>NO</td></tr></table>	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
Clause no. 27.3 of GCC	Bonus for Early Completion:				
	<table border="1"><tr><td>APPLICABLE</td><td>NO</td></tr><tr><td>NOT APPLICABLE</td><td>YES</td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				

=====



फॉर्म और प्रारूप

FORMS & FORMATS



LIST OF FORMS & FORMAT

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



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES OF CUSTOM HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.

E-Tender No.: BCPL/C&P/CO20W037ND/1427

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



10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{ If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GSTIN	(Please submit copy of GST Registration Certificate)
18	SAC / HSN code	
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21 (i)	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21 (ii)	Whether MSE owned by SC/ST	(Bidder to submit documents as specified it ITB)
21 (iii)	UAM No. declared by MSE bidders on CPPP [failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012]	



22	Type of Entity	Corporate/ Non-Corporate (As per GST). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).		
23	Vendor Classification as per GST Mark (✓) on the applicable one.	Registered	☐	
		Un-Registered	☐	
		Compound Scheme	☐	
		PSU, GOVT	☐	
		SEZ	☐	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-2
BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN."

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

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

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

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

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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:



F-3
LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.”

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

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

Note:

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

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

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



F-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

**SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR
IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING
TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO
BCPL LEPETKATA/LAKWA/DULIAJAN.”**

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS):

Attorney as per

Power of Attorney No. _____

Date: _____



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

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

.....



F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN."

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



F-6

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN."

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



E-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.”

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.”

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-9

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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the "contractor/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 M/s Brahmaputra Cracker and Polymer
Limited (A Government of India Enterprise), PO: Lepatkata, Distt: DIBRUGARH, Assam.
(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 Limited, 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 BCPL 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.
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. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. 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 Guwahati.



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 caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....



F-10

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.”

E-Tender No.: BCPL/C&P/CO20W037ND/1427

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	%age
c	IGST	
d	Cess (if any)	%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	



6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	



19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder falls under MSE Act.	
	If yes, Whether bidder is a MSE belonging to SC/ST category.	
	b) Whether MSE bidder has declared UAM no. on CPPP w e f 1st April'2018	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJANARS”

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir,

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

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

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

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

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



F-12
UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN.”

E-Tender No.: BCPL/C&P/CO20W037ND/1427

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-13
BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN."

E-Tender No.: BCPL/C&P/CO20W037ND/1427

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

Place:
Date:

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



F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security/ EMD		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)(Not Applicable in case of e-bidding)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vii	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.a	EMD Value	Rs 6.99 Lakhs		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE, EM PART-II/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	TENDER FEE if applicable	DD of requisite amount UPLOADED	YES	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3(i)	<i>Status of Bidder(As Stipulated in BEC 1.1.1)</i>	Bidder must submit/upload the valid CHA license in their name.		
3 (ii)	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.2)</i>	a. Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed as mentioned at BEC clause no. 1.1.2 along with the details of SOR items & scope of work. b) Completion Certificate/Equivalent Certificate against the Work Order/LOA/Agreement submitted as mentioned at point "a)" above. The Completion/equivalent Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant.	YES	NO



S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
3 (ii)	<i>Experience against execution of running Rate / Maintenance Contract (As Stipulated in BEC 1.1.2)</i>	Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1.3 along with the details of SOR items & scope of work. Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.2 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
		Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	CERTIFICATE TOWARDS STARTUP ENTERPRISE REGISTRATION ISSUED BY DIPP, MINISTRY OF COMMERCE & INDUSTRY, GOI	Duly CERTIFIED by a CHARTERED ACCOUNTANT with Membership Number (not being an employee or a Director or not having any interest in the bidder's company / firm)	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
4(i)	Financial Documents – Turn Over (Not Applicable for Startup)	Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the 3 preceding financial years as per BEC clause no. 1.2.1 i.e. FY: 2019-2020 or 2018-2019 or 2017-2018. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-2020 is not audited on the due date of ‘submission of bid/bid closing date’, in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding three financial year prior to FY: 2019-2020 i.e. FY: 2018-19 or 2017-18 or 2016-17. Accordingly, Annual Turn-over	YES/ NA	NO



S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
		of the bidder for the FY: 2018-19 or 2017-18 or 2016-17 shall be considered.		
4(ii)	Financial Documents – Net Worth & Working Capital	Uploaded Balance Sheet and Profit & Loss Statement of last audited financial statement, i.e., FY: 2019-20. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-2020 is not audited on the due date of ‘submission of bid/bid closing date’, in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e. FY: 2018-19 along with un-price bid. Accordingly, Net Worth of the bidder for the FY: 2018-19 shall be considered	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 4(i), & 4(ii) above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder’s Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder’s bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
5.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO
6.	SOR (BLANK without price) MENTIONING WORD “ QUOTED/NOT QUOTED ” IN EACH ITEM RATE COLUMN	Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
7.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED &UPLOADED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				



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

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



THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

[REFER TO BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

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

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



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

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



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

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



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

[REFER TO BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

1. **Format-16** (to be **submitted/uploaded**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2017-2018, 2016-2017 & 2015-2016 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2019-2020, 2018-2019 & 2017-2018 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2019-2020 FY: 2018-2019 FY: 2017-2018 FY: 2016-2017 In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2019-20 i.e. FY: 2018-19, 2017-18 & 2016-17.	Yes / No Yes / No Yes / No Yes / No	



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

1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2019-20. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	

=====



F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ 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. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.



3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**

This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES OF CUSTOMS HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF CONSIGNMENTS INCLUDING TRANSPORTATION OF SHIPMENTS FROM PORT OF CLEARANCE TO BCPL LEPETKATA/LAKWA/DULIAJAN."

E-Tender No.: BCPL/C&P/CO20W037ND/1427

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



F-18

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)





भाग – IV
SECTION – IV
संविदा की सामान्य शर्ते) जीसीसी(
GENERAL CONDITIONS OF CONTRACT (GCC)



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

NIT/RFQ NUMBER: BCPL/C&P/CO20W037ND/1427

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

https://www.bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V

SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC] & SCOPE OF WORK

[Custom House Agent (CHA) for import/export/re-import Clearance of consignments including transportation of shipments from port of clearance to BCPL Lepetkata /Lakwa / Duliajan]



SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. GENERAL

- 1.1** Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4** Wherever it is stated in this Bidding Document that such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5** The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in- Charge, which will be binding on the CONTRACTOR

1.7 Introduction to BCPL:

M/s Brahma Putra Cracker and Polymer limited was registered as a Joint Venture Company on 8th Jan'2007 and subsequently, BCPL is commissioned on 2nd January, 2016. BCPL, Lepetkata Petrochemical Complex is situated at Lepetkata, Dibrugarh, Assam near to National Highway-37. The plant processes natural gas and naphtha to produces High Density Polyethylene (HDPE)/Linear



Low Density Polyethylene totaling 2,20,000 TPA and 60,000 TPA of Polypropylene (PP). The other products include Raw Pyrolysis Gasoline and Fuel Oil. The plant is spread out over 399.39 hectare area. The feed stock for BCPL, Lepetkata Main Plant is Natural Gas and Naphtha. Natural gas is being supplied by M/s Oil India Limited, Duliajan at Gas Dehydrating Unit & Compressor Station, Duliajan, Dibrugarh, Assam where natural gas is dehydrated and compressed to BCPL, Lepetkata Main Plant by underground pipelines. GDU & CS, Duliajan is spread out over 6.0 hectare area.

LOCATIONS of BCPL:

- (i) BCPL- Lepetkata Main Plant, Dibrugarh, Assam.
- (ii) BCPL- Lakwa, Sivasagar, Assam (BCPL-Lakwa plant is 40-45 km away from Sivasagar town).
- (iii) GDU & CS, Duliajan, Dibrugarh, Assam (GDU & CS- BCPL, Duliajan is approx. 50 km from BCPL, Lepetkata main plant).

2. QUOTATION:

The tenderer is expected to quote rates against respective schedule of rates after careful analysis of cost involved for performance of the job considering all requirements of prevailing conditions, labour, handling equipment/cranes, trucks/trailers etc. In case it is noticed that the rates quoted by the tenderer are unusually high it will be sufficient cause for rejection of the tender unless BCPL/Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be provided by tenderer on demand. It is to be noted that it is not obligatory on the part of BCPL/Owner to call for such analysis before rejecting any tender. Rates shall be quoted strictly as per Schedule of Rates. The tenderer is expected to acquaint him-self fully with the nature of the job to be performed by him, requirement of trucks/trailers, labour, materials, equipments and whatsoever is necessary for the execution of the work, conditions of site, roads and all the necessary and relevant information before quoting. The rates quoted shall be firm and inclusive of all taxes except applicable GST, whatsoever either present or future and the rates are not subject to any variation during the entire contract period or the extension thereof. No idle charges shall be paid/payable to contractor either for handling equipments or labour.

3. COMMENCEMENT OF WORK:

The work covered under this contract shall be commenced within 15 days from the date of LOI from BCPL.

4. WORK ON SUNDAYS & HOLIDAYS:

The contractor shall carry out work on Sundays and holidays also if exigency arises in the interest of the progress of the work without any extra charge to BCPL/Owner.

5. SUB-LETTING OF WORK:

No part of the contract shall in any manner be transferred by the contractor directly or indirectly to any other person or firm.



6. RATES FOR EXTRA WORK:

The provision as covered in GCC section (V) clause no. 60 shall be applicable.

7. BILLING & PAYMENT:

7.1 As soon as any consignment against a BL/ AWB is delivered at BCPL in full, contractor shall submit his bills in triplicate as per Schedule of Rates to BCPL, Lepetkata, Dibrugarh, Assam. The bills shall be made out in the name of BCPL and submitted along with the related documents and other cash vouchers if any. Payment shall be made by BCPL/Owner **within 15 days** or receipt of bills provided they are in order.

7.2 If any of the consignments are required to be stored in contractor's godown by BCPL, contractor may raise part bills for the services completed.

7.3 Bill should be submitted to BCPL within 10 days after completion of the job (consignment wise).

8. INSURANCE:

8.1 Contractor shall at his own expense maintain Insurance for his vehicles, equipments; employees etc. and indemnify BCPL/Owner from any liability.

8.2 Insurance for the imported consignments shall be arranged by Owner/BCPL. However, immediately after movement from port of clearance to BCPL, bidder would send intimation to BCPL as well as BCPL insurer through e-mail with complete dispatch details for coverage of insurance.

9. EVALUATION METHODOLOGY:

9.1 Comparison of bids shall be on the basis of overall quoted amount for the entire scope mentioned in the Schedule of Rates (SOR). The Job will be awarded to the Bidder who is overall L-1 for Kolkata, Haldia, Sea port & Kolkata, International Airport, FCA-Kandla shipments.

9.2 Entire order will be placed on lowest acceptable bidder [Refer Section-II of tender document].

9.3 Non-quoting of rates against any SOR item will be liable to the rejection of the bid as per tender conditions.

10. DURATION OF CONTRACT:

The contract period shall be 02 (two) years from the date mentioned in LOI/LOA and the same may be extended for further 6 months on same rate, terms & conditions.

11. SCOPE OF WORK:

(A) CUSTOM CLEARANCE SERVICES:



Scope -

All aspects of clearance of imported shipments through Indian customs from the arrival at Kolkata, Haldia, sea port and Kolkata and **Kandla SEZ**. Completion of all customs documentation formalities in all respects. Normally, all the shipments will be cleared on “Bill of Entries for Home Consumption” basis. In exceptional cases, some shipments may be cleared on ex-bond basis. Contractor must comply all the formalities involved in passing of bonded Bill of Entry as well as De-bonding of the same as per the instruction of BCPL.

Further, some shipments may land at other airports/ports in the country, the same must be custom cleared by the contractor as per instructions of BCPL.

Contractor need to arrange for transportation of shipment after clearance through **Road/Air/Railway** based on requirement of BCPL.

Detail of Kandla Shipment:

SOR Sl. no. 1-30, 1-200, 3-150 & 3-160

Kandla shipment: SDX Zeiglar Nata Catalyst are contained in Tote bins:

Size of each Tote Bin is 4ft*4ft*7ft (approx.)

Tare Weight of each empty Tote bin: 400-500Kg

Weight of Catalyst filled in each totebin : 250 kg to 350 kg

Gross Weight of each totebin : 650-850 kg (approx.)

Contractor's responsibilities –

- 11.(A).1 From the time of receipt of information / documents from BCPL, Contractor shall keep close liaison with Shipping companies and/or their agents / Freight Forwards to check up arrival of vessels/landing of flights, filing of IGMs, movement of containers to CFS and report to BCPL on day-to-day status.
- 11.(A).2 The contractor shall exercise due care in scrutinizing and processing the shipping documents received and in clearance of shipments as expeditiously as possible without giving room for delays and demurrage. The contractor shall also bring to the notice of BCPL any difficulties that he may come across at the Customs or elsewhere without delay. When documents for any reason are not available / incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds/letters of guarantee, etc. in consultation with BCPL.
- 11.(A).3 Verification and checking of all the imported materials, equipment's cases and materials for any damages and/or loss at every stage from the time of discharge from ship/air till final dispatch & arranging joint survey etc.
- 11.(A).4 Contractor must arrange to collect the original freight bill from Shipping companies/their agents/Freight Forwarders/Console agents and forward to BCPL for payment. Contractor should prepare checklist for Bill of Entry and forward the same for approval before filing of Bill of



Entry. Contractor must ensure that Bill of Entries are filed as per the requirement of BCPL, without any mistakes/discrepancies.

- 11.(A).5 In case of wrong filing of Bill of Entries in customss system, due to contractor's fault, which leads to the re-assessment / amendment in customs system, demurrage/detention accrued during that period shall be deducted from contractor's bills. Contractor must ensure that all the clearance activities at customs houses/yards/Cargo Complex completed within the shortest possible period.
- 11.(A).6 The Contractor shall utilize suitable transport and handling equipments, engage suitable labour and supervisory staff at CFS yard / Air Cargo Complex and be fully responsible for the safe handling of equipment/materials, etc. in the entire clearance and forwarding operations.
- 11.(A).7 If required, Contractor must arrange to provide crane/fork lift at CFS yard / Air Cargo Complex for handling of heavy / ODC shipments in addition to the handling equipments available at CFS yard / Air Cargo Complex for safe handling of cargos as per BCPL's instruction. Payment for deployment of such additional handling equipment shall be made to the contractor according to the tariff approved by crane association for all ports with the prior approval from EIC.

Godown Requirement –

- 11.(A).8 It is essential that the contractor to have their temporary godown(s) in and around Kolkata to store BCPL's
(i) customs cleared goods for some period till dispatch to destination &
(ii) export goods (for repair purposes) received from sites till export as per BCPL's instructions. It would be preferable to have two godowns with adequate space (one, near Air cargo complex for storing small packages cleared from Air cargo & another, outside Municipal limits of Kolkata for storing Engines/Generators/Empty Cylinders/Totebins for export/re-export). It may be noted that the temporary godown must be with proper safety and security measures, as the goods to be stored will be is of very High Valued items. Contractor shall maintain proper receipts and dispatches of materials and be fully responsible for safe custody of such cargo. If any shortages/losses occur while in custody of the Contractor, cost of the same shall be recovered from him. The warehouse shall be free for inspection by BCPL as and when required.
- 11.(A).9 No octroi duty shall be payable as the imported goods are required to be dispatched in & out of city. The Contractor shall be fully responsible for filling in the required forms (N-Form as well as S-Form or as applicable) for octroi purpose for dispatch either directly from docks/air cargo or through Contractor's godown to destination. In case, the payment of Octroi becomes unavoidable, then contractor needs to pay the same (after obtaining the approval from BCPL) and obtain the re-imburement after submission of original receipts/challans.



- 11.(A).10 Goods which are to be exported to OEMs will be arriving at BCPL approved Contractor's godown from BCPL sites. It is the responsibility of Contractor for safe unloading & keeping in safe covered storage area within the godown till the export. After receiving intimation from BCPL, Contractor shall keep close liaison with shipping companies and/or their agents and other agencies involved in export formalities involved in export / re-export of BCPL's shipments including carting of goods to designated CFS & customs clearance etc and report to BCPL the day-to-day status prior to / after sailing of vessels till collecting of original export Bill of Ladings & forwarding to BCPL.
- 11.(A).11 In case of air exports, Contractor needs to co-ordinate with BCPL's nominated Freight Forwarders for lifting the goods from godown, completing Octroi formalities, bringing inside Air Cargo, customs clearance etc. till handing over of goods to airlines. All the original export documents must be submitted to BCPL immediately after export.
- 11.(A).12 Contractor needs to collect N forms and other necessary documents required for the export of air shipments for repair / overhauling to various countries & arrange to complete the Octroi formalities while taking the shipment inside Kolkata. It is the responsibility of contractor to complete all the formalities related to N form at Octroi to close the all the cases.
- 11.(A).13 Clearance of Repaired/overhauled Engines/Assemblies/Generators/Rotors etc. shall be carried out on re-import basis, for which, Contractor must arrange for collection of original export documents from BCPL, scrutinize the same, file the B/E after approval from BCPL, conducting first check examination till completion of entire activities within the shortest possible time.
- 11.(A).14 Lodging and processing of all types of claims arises during the period of contract like duty draw back claims in time including proper documentation till settlements.
- 11.(A).15 There will be shipments of various catalysts in returnable cylinders/portable tanks, clearance of which needs to be done on import of re-export basis, by furnishing re-export bond, etc. Contractor needs to clear the shipments arriving on high sea sale basis in all respects.
- 11.(A).16 Shipments may be arriving on normal Imports, Re-imports, Imports on High Sea Sale basis, Imports on re-export basis & there may be some shipments arriving on Imports on FTWZ basis or any other basis. Contractor must be equipped with qualified, experienced manpower to clear the shipments within the quoted rates for the normal shipments without any problem.
- 11.(A).17 In case Contractor shows reluctance/inability/delay in initiating the clearance of any type of shipments assigned to him, BCPL will be having right to get the clearance done by other agency at the risk and cost of Contractor with suitable penalty.



- 11.(A).18 The contractor shall lodge all claims with the Customs, Port Trusts, Shipping Companies, Octroi and other concerned authorities within the prescribed time limits on behalf of BCPL and take regular follow up actions till the claims are finally settled.
- 11.(A).19 The Contractor shall send **Daily Status Report [DSR]** as per the format prescribed by BCPL and the same should be forwarded on daily basis duly filled in all fields with date wise progress. The Contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL within 7 days from the acceptance of LOA/LOI, a list of such service personnel (with their designation) assigned for this contract.
- 11.(A).20 The Contractor shall make due provisions for deputing adequate staff to work during 2nd and 3rd shifts and also to work on Sundays and Holidays for urgent shipments as per the instructions of Engineer-In charge. No extra payment for the same will be made to the contractor.
- 11.(A).21 Any demurrage / container detention charges occurs due to lapse or negligence of the contractor, the same shall be borne by the contractor in addition to suitable penalty and decision of Engineer-in-Charge in this regard shall be final and legally binding on the contractor.

Survey Activities –

- 11.(A).22 There are spare parts/Engine assemblies/machine parts which need to be re-exported to OEM/other vendor for repair/refurbishment/overhauling purpose. Before re-export, as per customs procedure, goods must be surveyed by certified Chartered Engineer & Surveyor. It will be the responsibility of Contractor to arrange for Surveyor for survey of goods, verifying physical identification marks to be exported at CHA godown premises as per the export invoice & other documents provided by BCPL. Obtaining Chartered Engineer certificate (by certified/authorized Chartered Engineer) as per the requirement of customs.
- 11.(A).23 Contractor must also arrange for conducting Survey activities as per BCPL's instructions, at cargo complex, port area, CFS yards etc. including Joint Survey. Travelling expenses of Surveyor/Chartered Engineer or their representatives for conducting surveys shall be to contractor account.

Registration of Projects, POs & Clearance under concessional rate of duty –

- 11.(A).24 BCPL is under the Ministry of Petroleum and Natural Gas and BCPL may be in requirement of registration of projects with customs for availing concessional rate of customs duty for the Project Imports. Scope of registration includes entire activities involved in registration of project with customs after collecting necessary documents from BCPL, pursuing customs authorities for immediate registration for availing concessional rate of customs duty for BCPL's project Imports. Or related activity as required from time to time.



- 11.(A).25 Scope of clearance of Project Import shipments includes all aspects of clearance of shipments under concessional rate of customs duty.

Reconciliation of Projects –

- 11.(A).26 BCPL is availing concessional rate of customs duty for the Project Imports from the year 2010. For availing concessional rate of customs duty, BCPL registered various projects with Kolkata Customs, which are to be reconciled with customs. Necessary documents required for reconciliation against are already submitted to customs. Customs authorities need to be pursued and the projects need to be finalized. Brief scope of work is as under but not limited to:

- Searching / Tracing of documents at BCPL's office and consolidation of required documents for reconciliation.
- Preparation of letters, reconciliation statements, explanation letters as per the requirement of customs. Collection of documents along-with letters and explanations from BCPL and submission of the same with customs and providing the original acknowledgement of customs to BCPL
- Continuous follow-ups with customs authorities at all levels and carrying out of reconciliation with customs Examiner/Appraising Officer
- Preparation of revised documents/letter as per the instructions/orders of customs time to time and submission of the same with customs.
- In case of non-availability of original documents, preparation of bonds / suggesting BCPL for alternate documents as per customs procedure and submission of the same.
- Entire activities of reconciliation till obtaining finally assessed Bill of Entries and cancelled continuity bonds

The contractor's scope of work which shall be read in conjunction with clause 12, Contractor's responsibilities hereof shall include:-

- 11.(A).27 All aspects of clearance of imported / re-export shipments through Customs, Port or any other concerned agency.
- 11.(A).28 Entire customs Clearance activities related to re-export of shipments from collection of goods from BCPL godown at Dibrugarh/Lakwa/Duliajan till the handing over to Airlines, shipping lines.
- 11.(A).29 Indenting and coordination of suitable types of transport vehicles as and when required including expediting thereof and loading into trucks/trailers, safe transportation and delivery to BCPL's Warehouse as advised.
- 11.(A).30 Handling of Customs & Port Documentation and formalities connected with the clearance of materials through the Customs, Port, Octroi & other concerned/related Authorities.
- 11.(A).31 Handling of all customs/port documentations and formalities connected with export / re-export of BCPL'S consignments.



- 11.(A).32 Providing suitable material handling and transport equipments as may be necessary including, labour, cranes, trucks/trailers etc.
- 11.(A).33 Verification and checking of equipments, cases and materials for any damages and/or loss at every stage from the time of discharge from ship till final dispatch, arrange repairing, repacking of cases as required, arranging survey, initiating, lodging and processing of all claims in time including proper documentation and follow up till settlement.
- 11.(A).34 Providing adequate storage space with proper security measures for temporary storage of material in transit(if required).
- 11.(A).35 Proper supervision of the entire operations as indicated above.
- 11.(A).36 Deployment of dedicated nodal officer by CHA (Contractor) on behalf of BCPL exclusively looking after the clearing forwarding & transportation activity. This is in addition to the normal activity as covered in the tender document.

(B) TRANSPORTATION SERVICES (IN AND AROUND PORT)

Scope-

It is essential that the contractor to have their godown(s) in and around Port to store BCPL's (i) customs cleared goods for some period till dispatch to destination & (ii) export goods (for repair purposes) received from sites till export as per BCPL's instructions. It would be preferable to have two godowns (one, near Air cargo complex for storing small packages cleared from Air cargo & another, outside Municipal limits of port area for storing Engines/Generators/Cylinders for export/re-export). Godowns must be equipped with proper material handling equipment, labour etc for safe unloading/loading operation of BCPL's Import/Export goods.

Contractor must arrange for safe transportation of customs cleared Imported goods to BCPL approved contractor's godown as per instructions of BCPL. Similarly, transportation of goods from godown to Air Cargo in case of air export / Kolkata CFS(s) in case of sea re-export.

Contractor's Responsibilities-

- 11.(B).1 Immediately after receiving the documents for fresh shipment for clearance, Contractor needs to obtain the planning for movement of the shipment after clearance from BCPL.
- 11.(B).2 Normally, all the heavy shipments/full truck load shipments need to be lifted directly from Air Cargo/CFS yards/Docks. Other consignments, normally which are not making Full truck load should be transported to BCPL approved Contractor's godown for clubbing with other goods pertains to the same BCPL's destination. Safe unloading at Contractor godown & storing in safe and secured place. It is the responsibility of Contractor to plan the delivery program well in



advance during the clearance of the shipment itself & arrange for transportation in such a manner that the entire process of clearance & transportation completed within the shortest possible time. It is essential that the cleared goods must be taken delivery from Air Cargo Complex/CFS/Dock yard on the same day of out of charge Bill of Entry. In case of any demurrage / detention due to delay in taking delivery after Out of Charge date of the shipment from Air Cargo Complex/CFS/Dock yard, the same will be recovered from Contractor's account. If necessary, Contractor needs to collect the goods lying in godown after loading the cleared goods from Air cargo in the same Truck/Trailr as per instructions of BCPL. Shipments weighing below 50 kgs.(gross wt.), needs to be booked through Airline/courier as per the instructions of BCPL.

The Air/Sea shipments suitable for Air mode of shipment from Kolkata to BCPL site shall be sent through Air (provided acceptable to Airline as per norms) based on instruction from time to time by EIC. The air freight charges shall be re-imbursed by BCPL at actual.

Wherever, the BCPL site is mentioned in the SCC/Scope of Work, site may include either Lepetkata or Lakwa or Duliajan. Similarly for inward/outward movement, BCPL include either Lepetkata or Lakwa or Duliajan

(C) TRANSPORTAION SERVICES FROM PORT TO BCPL

Scope –

Contractor's scope of work shall include all aspects of transportation of customs cleared goods from CFSs/Dock yard/Air Cargo/Contractor Godown by road to various sites of BCPL in the country by suitable vehicles as per RTO norms. Normally, all the containerized cargos will be cleared on **Factory de-stuffing basis or De-stuffing at CFS or Contractor Godown as required from time to time based on requirement of BCPL** & empty container needs to be transported back to designated container yard at port/CFS as per shipping line. Contractor must transport the container by suitable carrying capacity trailer/vehicle as per RTO norms.

Bidder can get the Transportation activities of the tender done by other agency. Bidder must submit an undertaking in this effect in the prescribed format provided by BCPL after getting the contract. It shall be the responsibility of the bidder to discharge all obligations for transportation of consignments to site under single point responsibility. Contractor shall discharge the entire contractual obligations as per the tender terms & conditions of contract.

Transportation of goods under this contract must comply all statutory norms applicable time to time during the currency of contract and goods must be transported only through registered common carriers as per section 3 of Carriage by the Road Act 2007. It may be noted that transportation of goods through unregistered common carrier will be considered illegal & not allowed in this contract.

In exceptional cases, contractor must arrange for transportation of Indigenous goods of any other supplier located in and around the city of Kolkata to the destination of BCPL as per the



instructions of BCPL. All the goods must be booked on door delivery basis. Unloading arrangement of all the goods at destination will be done by BCPL.

12 CONTRACTOR'S RESPONSIBILITIES:

- 12.1 The vehicles to be deployed by the contractor must be capable of carrying the weight /dimension of the Imported goods and should conform the norms / rules and regulations issued by RTO and other statutory bodies time to time during the currency of the contract. Contractor is solely responsible for the deployment of suitable and capable vehicles as per the weight/dimension of the consignment and carrying the materials safely upto the destination.
- 12.2 All the containerized cargos[or after De-stuffing at CFS or Contractor Godown as required from time to time based on advise of BCPL] & all the heavy shipments/full truck load shipments need to be lifted directly from Air Cargo/CFS yards/Docks.
- 12.3 It is the responsibility of Contractor to plan the delivery program well in advance during the clearance of the shipment itself & arrange for transportation in such a manner that the entire process of clearance & transportation completed within the shortest possible time. It is essential that the cleared goods must be taken delivery from Air Cargo Complex/CFS/Dock yard on the same day of out of charge Bill of Entry. In case of any demurrage / detention due to delay in taking delivery after Out of Charge date of the shipment from Air Cargo Complex/CFS/Dock yard, the same will be recovered from Contractor's account. As per the instructions of BCPL, Contractor must deploy suitable vehicle at godown & collect all the goods (small shipments) pertains to same destination and arrange for safe transportation to destination. All the goods must be covered & tied properly with Tarpaulin & proper packing also must be provided to ensure safe transportation till destination at their own cost.
- 12.4 Original documents required for transportation like road permits/e-way bill, authorization etc. must be collected from BCPL office well before the dispatch of the materials. Contractor must ensure that entire documentation required for the transportation of materials upto the destination like packing list, Road Permits, copy of Bill of Entries, invoices, declaration if any etc. is completed well before dispatch of vehicle. Copy of used road permits/ e-way bill must be submitted with stores deptt. of respective site during delivery. It is the responsibility of the contractor to obtain proper and clear receiving endorsement at the reverse of LR by the BCPL's officials at destination. It is also essential to obtain the endorsement of CISF/Security gate towards entry of trailer. All the required documents like inter-state permit, **fitness certificate, driver's valid license** and any other documents required for smooth transportation of the materials from receipt of goods to delivery site at destination(allowing entry to BCPL premises) must be available with the Driver.



- 12.5** Contractor must scrutinize the documents assess complete details of the goods like nature of packing, weight of materials material & should deploy suitable truck/trailer for safe transportation to destination.
- 12.6** All the goods must be transported only by suitable carrying capacity Trucks/Trailers as per the RTO & statutory norms. It is the sole responsibility of Contractor to ensure the same, In case of seizure of truck/trailer enroute to the destination by RTO for any matter, it is responsibility of Contractor for arranging on-ward dispatch of materials to destination & till the receipt of materials at destination, materials will be considered in transit for calculation of LD. Further, in case of any penalty levied by RTO, the same will also be borne by the Contractor.
- 12.7** Port/yard entry permits for trucks/trailers shall have to be arranged by Transporter for taking delivery of all types of consignments.
- 12.8** Contractor shall dispatch materials by road on freight to be billed basis. Number of containers, packages & weight etc. item wise must be clearly indicated in the relevant GRs.
- 12.9** Transporter shall take all adequate measure precautions to safeguard the material during transit against pilferage, carriage. In case any loss occurred due to the negligence of the Transporter, the same shall be debited to the Transporter's bills.
- 12.10** There are some imported chemicals/catalysts of BCPL, which arrives in lots of 5, 10, 20 & even 30 containers (20' or 40') at a time for which Contractor must have the capacity to deploy all the trailers on a single day as per the instructions of BCPL. If sufficient trailers not deployed, then detention charges of containers for the delayed period shall be recovered from transporter's invoices.
- 12.11** Containerized shipment needs to be transported to destination for unloading of materials at BCPL's unit & empty container needs to be returned back to the designated shipping yards at Kolkata. Normally, all the empty containers/Isotanks are required to be deposited back at Kolkata. Contractor must co-ordinate with the drivers of Trailers and arrange for Empty container letter from shipping company & deposit the empty container at designated yard on the same day of reaching of Trailer. Proper co-ordination with drivers is the must so that the empty containers can be deposited within the shortest possible time, to avoid accrual of container detention.
- 12.12** No transshipment of materials will be allowed from the time of loading till delivery at site unless there are valid reasons such as break down of vehicles and written confirmation from BCPL for transshipment. Similarly, no other material will be allowed to be loaded in a vehicle carrying BCPL material as full loads.
- 12.13** Contractor shall be fully conversant with the laws applicable to the work under this contract, including but not limited to the Motor vehicle Act, Shops & Establishments Act, Labour Laws, Kolkata Port Trust Rules, Octroi formalities etc, and all other applicable Laws, Bye Laws, Rules



and Regulations to ensure that the work under the contract is carried out smoothly, efficiently and as per the Laws of the Land.

- 12.14** In case of revision in carrying capacity of vehicles by RTO/Statutory authorities which leads to the deployment of higher carrying capacity trucks / trailers, no compensation shall be given by BCPL& Transporter must provide suitable carrying capacity trailers as per the revised norms.
- 12.15** Contractor and their staff/ labour shall observe all Rules, Regulations etc. for entry / exit / operation at all places, godowns, work-sites, Port premises etc. in connection with the services arising out of this contract. Any loss / damage due to any act / omission by the aforesaid persons shall be made good by the Contractor.
- 12.16** Contractor shall not sublet, transfer, assign the Contract or any part thereof or interest therein or venerity or advantage thereof in any manner whatsoever, provided nevertheless any such consent for subject, transfer or assignment by BCPL, shall not relieve the Transporter from any obligation, duty or responsibility under this contract.
- 12.17** Contractor shall be responsible for any losses / damages to the consignments due to pilferage, rough handling or due to any other reasons whatsoever, while the same are in their custody. In the event of accident during transit to destination, Contractor must immediately lodge FIR with Police & should report to any other statutory authorities as per the prevailing rules & regulations and indemnify BCPL about each development. Day to day status of the situation must be intimated to BCPL.
- 12.18** In case the goods delivered at destination is found to be on damaged / open condition during receipt, remarks will be mentioned at the back of the LR subject to inspection. If the goods under same packing found in damage condition after inspection, Contractor shall give short/ damage certificate in the prescribed format issued by BCPL for Insurance claim.
- 12.19** Despatch details of each delivery along-with copy of LR should be communicated immediately to EIC-BCPL (and other concerned as indicated from time to time by BCPL)on the same day or maximum next day to BCPL along-with Drivers mobile number as per format of BCPL with copy to BCPL-Store section and BCPL Underwriter (with entire documentation required for the transportation of materials up-to the destination like packing list, Road Permits/ e-way bill, GST permit[if applicable]/ e-way bill,copy of Bill of Entries, invoices, declaration if any etc and all relevant documents). Vendor/contractor to submit complete detail for issuance of e-way bill and if required, e-way bill has to be generated by transporter to avoid any delay for movement of vehicle as per relevant act with correct detail of shipment.
- 12.20** The contractor from the time of receipt of information/documents from BCPL shall keep close liaison with steamship companies and/or their agents to check up arrival of vessels, berthing and discharge position and report to BCPL day-to-day status after the vessel's arrival. Contractor shall also keep close liaison with steamship companies and/or their agents and other agencies



involved in export formalities involved in re-export of BCPL's shipments and report to BCPL the day-to-day status prior to / after sailing of vessels until reaches destinations.

- 12.21** The contractor shall exercise due care in scrutinizing and processing the Shipping documents received and in clearance of shipments as expeditiously as possible without giving room for demurrage/wharfage. The contractor shall also bring to the notice of BCPL, any difficulties that he may come across at the Customs or elsewhere without delay. When documents for any reason are not available or incomplete, the contractor shall take alternative steps for clearance of such shipments by arranging to submit bonds/letters of guarantee etc., in consultation with BCPL. It is clearly understood that any demurrage/wharfage that may be determined by BCPL as due to lapse or negligence of the contractor shall be borne by the contractor and the decision of Officer-in-Charge in this regard shall be final and legally binding on the contractor.
- 12.22** The contractor shall take all possible precautionary measures towards safety of all cargo landed in the docks or elsewhere, arrange surveys and obtain certificates, on damaged cargo within the prescribed time limits prior to taking delivery from the authorities concerned, arrange repairs/repacking of cases as required and take such other actions as may be necessary to generally safeguard the interests of BCPL/Owner.
- 12.23** The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish BCPL within 7 days of the acceptance of tender, a list of such service personnel with their designation assigned for this particular work.
- 12.24** The contractor shall make due provisions for deputing adequate staff at the required places to work during 2nd and 3rd shifts and also to work on Sundays and holidays if otherwise cargo held up pending clearance is liable to incur considerable demurrage or if such pending shipment is urgently required at the project site and also take proper action as per instructions from BCPL.
- 12.25** The contractor shall provide adequate packing and lashing after loading of packages onto trailers/trucks to ensure full protection to all cargo in transit & all forwarding documents shall be accurately filled in and dispatches effected correctly.
- 12.26** The contractor shall obtain clean Consignment Notes/Receipts without Qualifying Remarks.
- 12.27** The contractor shall utilize suitable transport and handling equipments, engage sufficient labour and supervisory staff and be fully responsible for the safe handling of equipments and other materials in the entire clearance and forwarding operations and shall indemnify and absolve Owner/BCPL of any consequences thereof by way of damage/loss of cargo, accidents, damages to vehicles and handling equipments either owned or hired by him, public property as well as injuries or otherwise to the personnel under his command or to the public.
- 12.28** The contractor shall lodge within the prescribed time limits, all claims with the Customs, Port Trust, Steamer Agents, Transport Companies, Octroi and other concerned authorities as well as initial claims on Insurance Underwriters in all cases of excess payment, damage and loss of cargo



etc., as the case may be and take regular follow up action till the claims are finally settled. All refund amounts obtained by the contractor shall be passed on to Owner through BCPL immediately on collection.

- 12.29** The contractor shall maintain a proper schedule of the entire work and send BCPL regular daily status reports(DSR) to reflect the status of work done and pending up to and as on the previous day of the report. Such reports shall also be sent in respect of packages reported not traceable in docks, surveys held and reports thereof and claims lodged, pursued, settled and pending. In respect of non-traceable packages, the contractor shall maintain regular and personal follow up till the final status thereof is established and necessary action taken thereon.
- 12.30** The contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the owner and BCPL from any consequences due to any inaccurate or faulty documentation on the part of the contractor.
- 12.31** The contractor shall provide suitable and adequate warehouse space & arrange storage of materials and equipments as per BCPL/Owner's instructions. Contractor shall maintain proper receipts and dispatches of materials and be fully responsible for safe custody of such cargo. If any shortages/losses occur while in custody of the contractor, cost of same shall be recovered from him. The warehouse shall be free for inspection by BCPL/Owner as and when required.
- 12.32** The contractor shall be responsible for final processing of all claims and final Completion of formalities at the customs connected with Import Authorization registration as laid down above.
- 12.33** Whenever, BCPL/Owner appoints transporter and advises contractor to arrange dispatch through them, it shall be the responsibility of the contractor to indent required vehicles from the transporter and load. If any vehicle is returned without loading for any reason, empty return charges as claimed by transporter would be payable by contractor. Contractor shall be responsible to arrange loading of all the vehicles supplied by the outside agency within reasonable time either at docks or his godown if he fails, all detention charges claimed by outside agency shall be borne by him.
- 12.34** The contractor shall in their execution of services under this contract, adhere to any Procedures and routine established by Officer-in-Charge.
- 12.35** Contractor shall arrange timely clearance and dispatch of import consignments arrived by Sea/air immediately on advice from BCPL/Owner. Immediately after assessment of Bill of Entry, contractor must inform BCPL for payment of the same. BCPL after online payment of duty, will provide copy of online challan to contractor as a proof of payment of customs duty for doing further necessary activities for taking delivery of cargo. Further, contractor needs to obtain the freight invoices from Freight Forwarders and forward the same to BCPL for arranging payment. The freight payment shall be arranged by BCPL through online payment to concerned shipping lines/freight forwarder and forward the details of payment to CHA for the delivery of the cargo



within the shortest period of time. Contractor needs to pay towards mandatory charges and other expenses listed out in out of pocket expenses to concern agencies and submit the original receipts along with the bills after clearance of the shipment for reimbursement.

- 12.36** The contractor shall take all steps to prevent loss and damage to goods received by the Contractor on behalf of BCPL/Owner for handling and dispatch during the period when goods are in their charge or while the goods remain in the custody of the port trust. It is incumbent on the contractor to promptly examine carefully all packages landed from the steamer and whenever they notice any damage/loss at the time of clearance from the docks, the contractor shall promptly apply for and arrange to hold surveys with the concerned authorities and pursue action to obtain survey reports, examination reports, certificate of examination etc. as the case may be.
- 12.37** When any short landing of consignment has been noticed, the contractor shall promptly apply for a short landing certificate or landed but missing certificate from the port trust authorities within the prescribed time governing the rules for settlement of claims with the Carriers/Insurance Company/Port Trust and Customs etc. but in any case such certificates should be obtained not later than the date prescribed of time limit from the date of arrival of the Steamer.
- 12.38** The contractor will have to make good to Owner/BCPL on demand any loss due to the negligence or failure on their part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of relevant rules and regulations applicable in clearance, handling and dispatch of goods, lodging and settlement of claims, failing which the amount of loss will be appropriated from the security or other deposits made by the clearing agent or from any amount due to the clearing agency under this contract. This is apart from the other remedies open to BCPL/Owner under the provisions of law in force.
- 12.39** Where survey reports/short-landing certificates/landing but missing certificate/customs certificate of examination/landing certificates or similar certificates are required for substantiating the claims with various agencies and obtaining compensation from the concerned authorities liable to pay for the damage or loss, due care will have to be exercised by the contractor to ensure that the certificate/survey reports etc., are complete in all respects so that they cannot be disputed by the parties concerned at a later stage on some pretext or other.

12.40 Documentation Services:

- 12.40.1** Contractor shall deploy one experience person having knowledge of clearing activity as per scope of work at BCPL office, Dibrugarh on regular basis. He shall collect the documents to ensure timely delivery/ deposit of these documents at contractor's office for further clearance activities. The person deployed at BCPL shall also assist BCPL executives in customs related documentation and /or any other related works. All the expenses including travelling expenses towards deployed person shall be borne by contractor and to be taken care while quoting SOR items. This includes his boarding, loading and all other expenses. No other additional charges



shall be paid by BCPL except as agreed in SOR. The person shall liason with his main office for executing the clearance activity. Documentation Services covers following jobs which require qualified & experienced persons in customs clearance field, who will be positioned at BCPL office/Godown [at Lepetkata, Dibrugarh] to exclusively look after following activities on daily basis in normal office hours. The person may be required to work on holidays & on extended working hours as per the requirement of BCPL.

- forwarding of copy of shipping documents to CHA office(s) & maintaining records
- co-ordination with shipping cos/agents/consols,
- co-ordination with CHA office(s), arranging collection of check lists & checking
- preparation of duty requisition in BCPL's SAP system
- maintenance of all types of records at BCPL office
- maintaining the records of original Bill of Entries received from CHA office(s)
- forwarding the Bill of Entries to respective BCPL destinations
- co-ordinating with BCPL's transporter for deployment of suitable trucks/trailers & co-ordinating with loading personal at CFS yards
- all the documentation jobs related to customs clearance
- all other activities as required from time to time

At least minimum wages **for Skilled labour** as per Govt. rules shall be paid & all the applicable labour laws (including PF, ESIC etc) should be ensured regarding the payments to the persons who will be handling the Documentation Services jobs. Accordingly the SOR for documentation services to be quoted. Further, immediately after the receipt of LOI from BCPL, contractor should send the persons for acceptance, who will be handling the scope of work mentioned in the tender documents. BCPL may reject the persons, if they are not found experienced and suitable for carrying out above jobs.

BCPL reserve the right to ask for replacement in the event of person deployed is not performing to the satisfaction of BCPL.

12.40.2 The contractor shall abide and fulfill all provisions of the Minimum Wages Act, Contract Labour (Regulation & Arbitration) Act, 1970, Employees State Insurance Act and all other applicable rules and regulations etc., made under such laws and related laws and shall absolve BCPL/Owner of all liability in respect of the contractor's employees or their dependents or agents.

12.40.3 During the execution of this contract, if any accident arises resulting in death or injury to any person including employees of the contractor, then contractor shall be liable to bear all expenses/compensation and indemnify BCPL/Owner from any demand, claim or proceedings occasioned or instituted by such injured person on his behalf.

12.40.4 No octroi duty shall be payable as the imported goods are required to be dispatched in & out of city. The Contractor shall be responsible for filling in the required forms for octroi purpose for dispatch either directly from docks or through CHA's godown or through BCPL appointed



transport contractor. In case, the payment of Octroi becomes unavoidable, then contractor needs to pay the same and obtain the re-imbursement after submission of original receipts/challans.

12.40.5 Contractor shall also keep close liaison with shipping companies and/or their agents and other agencies involved in export formalities involved in export / re-export of BCPL's shipments and report to BCPL the day-to-day status prior to / after sailing of vessels.

12.40.6 Contractor needs to collect N forms and other necessary documents required for the export of air/sea shipments for repair / overhauling to various countries & arrange to complete the Octroi etc formalities while taking the shipment inside municipal limits of Kolkata. It is the responsibility of contractor to complete all the formalities related to N form at Octroi to close the all the cases.

12.40.7 Once LOI is awarded, contractor shall discuss entire modus of operation of clearing activities as defined in tender document with BCPL officers and submit the same within 15 days of receipt of LOA.

13 TRANSPORTATION SERVICES (IN AND AROUND KOLKATA)

SCOPE-

It is essential that the contractor to have their godown(s) in and around Kolkata to store BCPL customs cleared goods for some period till dispatch to destination & export goods (for repair purposes) received from sites till export as per BCPL instructions. It would be preferable to have two go downs (one, near Air cargo complex for storing small packages cleared from Air cargo & another, outside Municipal limits of Kolkata for storing Engines/Generators/Cylinders for export/re-export). Go downs must be equipped with proper material handling equipment, labour etc for safe unloading/loading operation of BCPL's Import/Export goods.

Contractor must arrange for safe transportation of customs cleared imported goods to BCPL as per instructions of BCPL. Similarly, transportation of goods from godown to Air Cargo in case of air export / Kolkata CFS(s) in case of sea re-exports.

Contractor's Responsibilities-

13.1 Immediately after receiving the documents for fresh shipment for clearance, Contractor needs to obtain the planning for movement of the shipment after clearance from BCPL.

13.2 Normally, all the heavy shipments/full truck load shipments need to be lifted directly from Air Cargo/CFS yards/Docks. Other consignments, normally which are not making Full truck load should be transported to Contractor's godown for clubbing with other goods pertains to the same BCPL destination. Safe unloading at Contractor godown & storing in safe and secured place. It is the responsibility of Contractor to plan the delivery program well in advance during the clearance of the shipment itself & arrange for transportation in such a manner that the entire process of clearance & transportation completed within the shortest possible time. It is essential that the



cleared goods must be taken delivery from Air Cargo Complex/CFS/Dock yard on the same day of out of charge Bill of Entry. In case of any demurrage / detention due to delay in taking delivery after Out of Charge date of the shipment from Air Cargo Complex/CFS/Dock yard, the same will be recovered from Contractor's account. If necessary, Contractor needs to collect the goods lying in godown after loading the cleared goods from Air cargo in the same Truck/Trailer as per instructions of BCPL. Shipments weighing below 50 kgs. (Gross wt.), needs to be booked through courier as per the instructions of BCPL. In case of urgency, contractor needs to book the shipment on the day of out of charge through Air mode to Dibrugarh Airport. Contractor needs to maintain the record of e-way bill received from BCPL from time to time. As BCPL is not having any office at Kolkata, all pre-requisites for clearance of consignment needs to be planned by contractor well in advance so that there is no delay.

14 TRANSPORTATION SERVICES FROM KOLKATA TO VARIOUS DESTINATION OF BCPL

Scope -

Contractor's scope of work shall include all aspects of transportation of customs cleared goods from CFSs/Dock yard/Air Cargo/Contractor Godown by road to various sites of BCPL in the country by suitable vehicles as per RTO norms. Normally, all the containerized cargos will be cleared on Factory de-stuffing basis [or after De-stuffing at CFS or Contractor Godown as required from time to time based on advise of BCPL] & empty container needs to be transported back to designated container yard by freight forwarder /shipping line. Contractor must transport the container by suitable carrying capacity trailer as per RTO norms. BCPL may advise contractor to de-stuff the container as per BCPL requirement and contractor needs to arrange onward transportation after de-stuffing the contents of containerized shipment in suitable vehicle with discussion with EIC.

In exceptional cases, contractor must arrange for transportation of Indigenous goods of any other supplier located in and around the city of Kolkata to the destination of BCPL as per the instructions of BCPL. All the goods must be booked on door delivery basis. Unloading arrangement of all the goods at destination will be done by BCPL.

15 OWNER'S/BCPL'S RESPONSIBILITIES:

- 15.1** BCPL/Owner shall furnish the contractor all shipping documents in advance of the arrival of the relevant steamer.
- 15.2** BCPL/Owner on receipt of intimation from the contractor shall furnish available catalogues, drawings. Literatures etc., and technical data as and when required by the customs for release of the materials.
- 15.3** BCPL/Owner on receipt of any intimation from the contractor or any objection by Customs to release any material shall take up suitably with Customs and instruct the contractor to clear such material at the applicable rate of Customs duty.



15.4 BCPL/Owner shall furnish the contractor dispatch instructions as to the details of imported materials and quantities involved for dispatch to BCPL's site or to contractor's storage yard and subsequent dispatch.

16 RATES:

Contractor shall be paid according to the gross weight of the consignments for all services. Payment will be made on actual job done basis.

Basic rates quoted are not subject to any variation during the entire contractual period except as per **escalation clause** mentioned in the tender document.

Rates quoted shall be on full vehicle load basis & on **Door Delivery at destination basis** Scope of unloading of materials from vehicles at destination shall be to BCPL's account.

Quoted rates shall be inclusive of Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, except Octroi (if applicable) & GST. Further, quoted rates are inclusive of charges like union charges etc. while deploying vehicles at any port(s)/godown/cargo complex.

Quoted rates shall be inclusive of all incidental / miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations. No extra/additional charges on any account (other than SOR rates and as per terms of Special Conditions mentioned in tender) shall be payable.

For Transportation service, any destination which is not mentioned in the Schedule of Rates (SOR), the transportation charges will be paid on pro-rata basis of BCPL's nearest stations mentioned in the SOR.

For transportation of any consignment having weight above the vehicle load specified Definition of Vehicles clause in the tender document, charges will be paid on pro-rata basis, in addition to the preamble rate wherever applicable subject to carrying capacity of particular vehicle.

Should any job/item beyond the scope of the schedule arise/arrive a specific price for that particular job/item shall be negotiated and agreed to on the basis of similar job/ item covered by the schedule.

17 VOLUME OF WORK:

No guarantee can be given of any definite volume of work which will be entrusted to the contractor at a time or throughout the period of the contract. The indication of quantity to be handled and cleared is tentative and without any obligation on the part of BCPL/Owner and it cannot be made the subject matter of any claim or litigation at any time even if quantities actually offered for handling during the period of the contract are substantially lower or higher than the estimated quantity indicated in the tender document. Some of the SOR items, may not be



executed during the entire contract period & some SOR items, may be executed more than the quantity indicated in the tender documents, which will totally depends on the arrival of Imports.

The Likely quantity is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of Bids.

18 OUT OF POCKET EXPENSES:

Following out of pocket expenses are reimbursable in addition to the other schedule of rates as and where applicable. No expenses other than those mentioned shall be payable. All expenses under this head shall be supported by vouchers/original receipts (which should be necessarily reflecting BCPL name).

- a) Differential Customs Duty.
- b) All the shipping company charges like Terminal Handling charges, DO charges, Container detention, container cleaning / washing / repair / damage, Container insurance/ IMG filling/Port conjunction etc.
- c) All the Warehouse/CFS charges like Ground Rent, De-stuffing, lift on / lift off, container examination etc.
- d) All the Airport charges like Demurrage, handling, Packing etc. including airlines charges.
- e) Cost of judicial stamps and bonds, stamp duty.
- f) Octroi if unavoidable.
- g) Customs examinations and overtime fees.
- h) Survey Fees at Dock/port/airport/CHA godown.
- i) Agreed Charges for repacking / repairing of damaged packages at Dock/Port/Godown.
- j) Ocean and airfreights, if advised by BCPL.
- k) Documentation charges, Surveyor charges, Chartered engineer charges.
- l) EDI (Electronic Data Interchange) charges.
- m) Courier charges.
- n) Any other port/air port/ shipping company/Airlines/Freight Forwarder/Console agent charges as advised by BCPL time to time.

Out of pocket expenses as mentioned above shall be paid by Contractor and such out of pocket expenses will be re-imbursed by BCPL to the contractor on production of original receipts along-with bills for the completed jobs within 15 days from the date of submission.

19 DEMURRAGES ETC.:

The Clearing Agent shall operate in such a manner as to clear the cargo within the free period subject to Force Majeure. Demurrage if any to the consignment shall be to the account of the clearing agent if caused due to their omission or negligence. The reason for incurring demurrage if any shall be indicated in the individual bills submitted by the clearing agent by way of summary report. Based on the report BCPL/Owner shall decide as to who is responsible for the



demurrage. The decision of BCPL/Owner on demurrage and other charges shall be final and binding on the Clearing Agent.

20 ALLOWABLE TIME FOR COMPLETION OF CHA JOB:

After the receipt of all the required documents, contractor must clear the shipment within the shortest possible time. In case of delay by contractor for customs clearance, penalty shall be levied as per tender. Permissible time (working days) for completion of job from the arrival of vessel / landing of flight till the clearance shall be as follows:

Air shipments –

- Day 1 – Landing of flight, collection of freight bill from Freight Forwarders / agents, preparation of Checklist for B/E & Forwarding of checklist to BCPL.
- Day 2 – Obtaining approval for checklist, filing of B/E. Completion of assessment of B/E in customs & forwarding the same to BCPL
- Day 3 – Online duty & freight payments by BCPL.
- Day 4 – Obtaining Delivery Orders from Freight Forwarders, payment of stamp duty, completion of all formalities & obtaining out of charge BE & delivery

Sea Shipments -

- Day 1 – Arrival of vessel, collection of freight bill from shipping company/agents, preparation of Checklist for B/E & Forwarding of checklist to BCPL
- Day 2 – Obtaining approval for checklist, filing of B/E
- Day 3 – Completion of assessment of B/E in customs & forwarding the same to BCPL
- Day 4 – Online duty & freight payments by BCPL
- Day 5 – Obtaining Delivery Orders from shipping companies, furnishing of container bonds, payment of stamp duty, payment of shipping company charges & completion of all formalities till customs examination
- Day 6 – Completion of Customs examination
- Day 7 – Completion of all formalities related to CFS yard & arranging delivery from the CFS yard

Above indicated time just an indicative only. Contractor must put all efforts to clear the shipments immediately within the shortest possible time.

Any demurrage/container detention/customs fine penalty accrued during air/sea shipment clearance to be borne by contractor unless it is confirmed by BCPL that the delay is not attributable to contractor. Contractor needs to submit the day wise report, reason for delay and accrual of demurrage etc to BCPL and the same needs to be submitted at the time of forwarding the bill against each shipment.

21 DISTANCE & PERMISSIBLE TRANSIT TIME TO DESTINATION FROM KOLKTA :

Contractor needs to ensure the materials reaches destination within the shortest possible time.



Distances to BCPL units& transit time are tabulated below.

Sl. #	DESTINATIONS	DIST.(in kms)	TRANSIT TIME (in days)			
			LCV	Truck	Trailer / 20' Trailer for container	40' Trailer for container
01	Lepetkata /Lakwa/Duliajan	1500	5	6	7	8

Above transit time is excluding the collection day & reporting day at destination. This transit time is for one way only. i.e. either onward/return journey (whichever applicable).

In case contractor fails to deliver the consignments at destination within above transit time, contractor shall be liable for penalty as stipulated in penalty clause.

22 PENALTY :

a. DELAY IN CLEARANCE

In case of any delay in clearance of materials from the seaport / airport after receipt of complete and clean documents, Customs Duty & other statutory charges from BCPL, penalty @ 0.5% of the agency charges of that particular B/L or AWB per week of delay shall be levied subject to maximum of 5% of the agency charges of that particular B/L.

b. DELAY IN DELIVERY:

In case, Transporter fails to deliver the materials within the permitted transit time in the tender document, then penalty as per following for each day's delay shall be deducted from the bills, subject to a maximum of 25% of the total freight bill for the particular transportation charges, except accidents:

1. For LCV	-	500/- per day
2. For Truck	-	800/- per day
3. For Normal Trailer/20' Trailers/Isotanks	-	1200/- per day
4. For 40' Trailers	-	1500/- per day

In case, the truck/trailer met with accident during transit, Contractor must immediately inform BCPL about the complete details of accident & photos of goods etc. and necessary FIR with police must be lodged by Contractor within the next day of accident & copy of the same must be forwarded to BCPL. If BCPL arranges for Insurance survey, then LD for the period from date of accident till date of clearance by surveyor to move the goods will be waived off. If there is no survey is involved, then only 2 days waiver of LD will be considered.

c. FOR TRANSHIPMENT:



In case the contractor is found to have resorted to transshipment of full truck / trailer load materials without the approval of EIC, penalty up to 50% of the total freight bill for the particular trip shall be applicable. In addition to above, BCPL reserves the right to terminate the contract with 24 hours notice. In the event of accidents/break down of truck/trailer, where the transshipment is inevitable, then Contractor must obtain the approval from BCPL for the same.

d. FOR CLUBBING MATERIALS:

If at any stage, it is detected that the contractor has clubbed the materials of some other party in a vehicle carrying BCPL materials as full load, a penalty @ 50% may be levied on the total freight amount. In addition to above, BCPL reserves the right to terminate the contract with 24 hours notice.

23 MINIMUM CHARGES/PAYMENT BY VOLUME:

Minimum per trip charges shall be payable only when under load is transported from any place at the specific request of the Officer-in-Charge /EIC of BCPL or when the total **weight or volume** of full shipment falls short of Truck/Trailer carrying capacity. In these cases minimum charges shall be paid as 7 MT for packages having length up to 5.5 Mtrs, 16 MT for packages with length more than 5.5 Mtrs and up to 5.8 Mtrs & 22 MT for packages with length more than 5.8 Mtrs and up to 12 Mtrs. Any extra weight above 9 MT, 16 MT & 22 MT will be paid on pro-rata basis.

24 MAXIMUM SIZES OF CONSIGNMENTS:

Maximum limiting sizes of Truck/Trailer/Tempo consignments shall be as follows:

- a) Truck: Length up to 5.5 Mtrs.
Width up to 2.0 Mtrs.
Height up to 2.3 Mtrs
Weight up to 7 MT.
- b) Truck: Length up to 5.8 Mtrs.
Width up to 2.1 Mtrs.
Height up to 2.4 Mtrs
Weight up to 16 MT.
- c) Trailer: Length up to 12 Mtrs.
Width up to 2.7 Mtrs.
Height up to 2.6 Mtrs
Weight up to 22 MT
- d) Tempo/LCV : Small consignments weighing up to 3 MT
Length up to 4.0 Mtrs.
Width up to 2.0 Mtrs.
Height up to 2.0 Mtrs.
Weight up to 3 MT



25 MIXED CARGO:

If any truck cargo is required to be carried in any particular trip by trailer as mixed cargo, the entire load shall be treated as trailer load provided Officer-in- Charge's permission is taken in advance. When packages of different Bills of Lading are clubbed for the purpose of transportation, charges shall be subject to only one maximum.

26 BONDING/DE-BONDING OF CARGO:

- 26.1 In case of necessity, contractor will arrange with the prior permission of BCPL/Owner for bonding of consignments and remove the goods to bonded Warehouse to avoid port demurrage charges. Subsequently, contractor shall arrange de-bonding and clear the consignments. In case of Bonding of cargo, Agency charges shall be paid once for bonding the cargo & again at the time of Debonding the cargo.
- 26.2 If the consignments are stored in Public/Customs bonded warehouse, the storage charges shall be Paid by BCPL/Owner at actuals as per the tariffs/rate charts of the said Public bonded warehouses.
- 26.3 Charges for transportation to bonded warehouse shall be paid as per the schedule for removal to contractor's godown. All other charges for loading/ unloading operations shall be as per operations at CHA godown of the schedule of rates.
- 26.4 Contractor shall be fully responsible to adhere to the required formalities for bonding and de-bonding of the consignments.

27 ESCALATION CLAUSE :

If the diesel rate increase/decrease beyond 10% of the base diesel rate, then the rates of transportation charges (for **SOR Sl. No. 3 and activities thereunder**) shall be revised and revised rate will be applicable as under:

- i) If the **diesel base price rate** increases / decreases upto 10 %, there will be **no change** in the rate of transportation charges.
- ii) beyond 10% of the base diesel rate, for every 1% variation in diesel rate the rate of transportation charges shall increase / decrease by 0.3%”
- iii) The quote of transportation charges in the SOR shall be considered as base rate for calculation.

The diesel rate of Dibrugarh will be considered.



The bidder must quote for transportation charges as per the diesel rate of Dibrugarh (Assam) and **unpriced bid opening** diesel rate will be considered as **diesel base price rate**.

28 PORT OF CLEARANCE:

The Contractor shall arrange clearance of all consignments arriving at Kolkata, Haldia sea port as well as Kolkata International Airport & Kandla SEZ.

29 CLEARANCE OF CONTAINERIZED CARGO SHIPMENTS

Normally, all the containerized shipments arrive at ports will be cleared on **Factory de-stuffing basis or De-stuffing at CFS or Contractor Godown as required from time to time based on requirement of BCPL** only. All the formalities like payment of shipping co charges, stamp duty & other charges, furnishing blank cheques & container bonds, obtaining DOs from various shipping agents/consols etc. for taking the delivery of the containers must be carried out by the contractor within the shortest possible time to avoid container detention charges. These expenses shall be paid by Contractor and expenses will be reimbursed by BCPL to the contractor on production of original receipts along-with bills for the completed jobs within 15 days from the date of submission. BCPL will not provide blank cheques or any advance payments to shipping companies during the clearance activities. Contractor needs to submit the blank cheques and all the payments for clearance and the same will be reimbursed by BCPL on submission of original receipts alongwith bills. Compliance to GST act needs to be complied for getting re-imbursement of all incidental expenses.

The contractor needs to prepare container bonds in stamp paper and arranging submission of the same to shipping companies for enabling factory de-stuffing delivery/or de-stuffing location as required. Arrangement of carrying out customs examination at CFS yard, Payment to CFS Yard and completion of all formalities for obtaining out of charges Bill of Entry for taking delivery of container. Arranging loading of containers in trailers & completion of all documentation formalities at yard for taking delivery of containers.

- a) During the clearance itself, Contractor must plan and arrange suitable trailers for transportation to destination in such a manner that the delivery container should be completed on the same day of customs examination. Any delay in deploying, loading & release of trailers occurred due to the negligence of the contractor, container detention shall be deducted from contractor's bills.
- b) Similarly, empty containers must be deposited immediately on its arrival at designated empty container yard, by arranging container letter from shipping companies. In case of any delay in deposition of empty containers even after reaching at empty container yard, due to delay in arrangement of container letter, then container detention for the delayed period will be deducted from Contractor's bills.



- c) It is the responsibility of the contractor for collection of endorsed copy of Bill of Entries (after submission of empty containers by transporter)/ Receiving in the Bond submitted from the yards & arrange the release of blank cheques/bonds submitted by contractor with shipping companies during the clearance of containerized shipments.

30 SITE CLEANING:

The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working. If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up-to the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of CONTRACTOR to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof. The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge. The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge. No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

31 ROUNDING OFF:

All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

32 FIRM PRICE:

The quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever except fuel escalation.

33 TAXES AND DUTIES:

- 33.1** The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. except GST till the final completion of the work, and contractor shall not be eligible for any compensation on this account except for statutory variations/ new Taxes, Duties as mentioned in clause no.33.2 below.

- 33.2** Statutory Variation/ New Taxes& Duties:



- a) Contractor shall bear all liability with respect to Taxes, Duties, Levies, Octroi, Cess etc. However in case of imposition of new Taxes, Duties / any increase in the applicable rate(s) of GST, after the last date of submission of the price bid by the bidder and till the contractual completion period, the Owner shall reimburse to the Contractor new Taxes, Duties/ any increase in the rate of GST, as the case may be, on submission of satisfactory documentary evidence. New Taxes, Duties/ Statutory variation during the extended contractual completion period (if any) shall be payable only if the reason for extension is attributable to the Owner.
- b) Conversely, if there is any reduction in the rates of GST etc. after the date of the submission of the priced bid and till the contractual completion period, the Owner shall be entitled to the benefit of such reduction by way of reduction (in addition to any other reduction or discount provided for) from the price(s).

GST:

The contract price shall be inclusive of all taxes & duties applicable from time to time except GST. Contractor shall quote the applicable % of GST for their services in the SOR of the tender as per existing GST Act/Rules.

34 INCOME TAX & CORPORATE TAX:

- 34.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 34.2 Corporate Tax Liability if any shall be to Contractor's account.

35 STATUTORY APPROVALS:

The approval from any authority required as per statutory rules and regulations of Central / State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid for all inspections and approvals by such authorities, if any, should be included in the quoted price. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

36 INSURANCES:

- 36.1 Owner will arrange Comprehensive Insurance policy covering Marine, Inland Transit Insurance (in India) and Site Erection/ Storage Insurance. However, Bidder shall carry and



maintain any and all other Statutory Insurance(s) required under Indian laws and regulations, including Workmen Compensation Act/ Employee State Insurance/ Third Party Liabilities etc. and Insurances for their personnel engaged in performance of the work at Contractor's own cost.

36.2 Irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.

36.3 Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

37 CONTRACT PERFORMANCE SECURITY/GUARANTEE:

a. Refer Section-II of tender document

38 LABOUR LICENCE:

Before starting of work Contractor shall obtain a license (if applicable) from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

39 LOADING, UNLOADING & ENTRY OF VEHICLE:

Loading, unloading of materials at all locations except BCPL's site, are in contractor's scope. Loading of re- export, unloading of import materials at BCPL site will be done by BCPL.

All Vehicles should enter BCPL on working days only. Vehicle entered after 3.30 pm will be considered in the next day only. No vehicle will be loaded or unloaded during holidays, Sundays, 2nd Saturdays, strike, local holidays. Vehicle detention charges will not be paid by BCPL during the above mentioned restricted time period.

40 DETENTION CHARGES AT DESTINATION

Applicable detention charges after 03 days shall be as follows:

1. For LCV	-	500/- per day
2. For Truck	-	800/- per day
3. For Trailers	-	1000/- per day



41 **ALTERNATIVE ARRANGEMENT:**

In the absence of timely performance by the contractor in supplying vehicles as and when called for and if the contractor fails to meet the contractual obligation, BCPL will get the job done at contractor's risk and cost through alternative arrangements and the amount spent shall be recovered from his pending bills or from security deposit or by any other means.

42 **ABNORMALLY HIGH RATED ITEM (AHR item):**

For all item whose rates as quoted by the bidder exceed owners/BCPL estimates by 50% shall be treated as AHR items. The items which are being considered by the owner as AHR item shall be notified to the contractor at the time of issue of L.O.I. / W.O. The AHR items shall be operated strictly up-to quantity given in SOR. In case the completion of work requires operating these items beyond SOR quantity the same shall be done by the contractor under written instruction from EIC.

The rate payable for AHR item shall be as given here as under.

1. Rate as quoted by the Contractor up-to the SOR.
2. For quantities executed in excess of SOR, the minimum of the following rates shall be considered.
 - a) Contractor's quoted rates.
 - b) Market rates of the item as ascertained from at-least 3 valid quotation, duly approved by EIC, plus 15% for Contractor's profit and overheads.

43 **SPECIAL CONDITIONS:**

- 43.1** Bidder must file the Bill of Entries by his own valid CHA license. "In the event of suspension of CHA License by customs authorities during the currency of the contract, contractor must immediately inform BCPL regarding the same in writing. Contractor may sub-let the filing of Bill of Entries by using other valid CHA license after taking written approval from BCPL, at same rates, terms and conditions at contractor's risk and cost. For which, contractor needs to submit an undertaking in stamp paper as per BCPL format clearly mentioning the overall responsibility of contracted activities solely lies with the contractor, for taking approval from BCPL.

After regularization of their CHA license, contractor needs to resume execution of job for the remaining period of contract. If the suspension period is more than 4 months, BCPL will terminate the contract and forfeit their security deposit and balance quantity will be executed by the other contractor for the remaining period of the contract at the sole risk and cost of the contractor. Further, any demurrage incurred during the period of transfer of documents/activities to other contractor due to suspension of CHA license shall be recovered from suspended contractor's outstanding bills".



43.2 Bidder can get the Transportation activities of the tender done by other agency. Bidder must submit an undertaking in this effect in the prescribed format provided by BCPL after getting the contract. However, complete details of the transporter, who will be providing the Transportation services, must be declared in the bid. It will be the sole responsibility of the Contractor to discharge the entire contractual obligations as per the tender terms & conditions.

43.3 Transportation of goods under this contract must comply all statutory norms applicable time to time during the currency of contract and goods must be transported only through registered common carriers. It may be noted that transportation of goods through unregistered common carrier will be considered illegal & not allowed in this contract.”

44 DEFINITION OF VEHICLES:

Mini Trucks / LCV means a Truck with side walls and open TOP/ closed TOP and having net carrying capacity up to 3 MT and body space suitable to carry consignments.

“Truck” means Truck with side walls or without side walls or collapsible side walls and open TOP and having net carrying capacity not less than 7 MT and body **space** suitable to carry consignments.

“Truck” means Truck with side walls or without side walls or collapsible side walls and open TOP and having net carrying capacity not less than 16 MT and body space suitable to carry consignments

Trailer [20 ft] means an articulated vehicles having body space with length of 20 ft.

“TRAILER” means an articulated vehicles having net carrying capacity of not less than 28 MT and body space suitable for carrying consignments.

“TRAILER FOR CARRYING 20’ CONTAINER” means an articulated vehicle having net carrying capacity of not less than 24 MT (including the weight of the container) and body space suitable for carrying 20’ GP, HQ,OT Containers.

“TRAILER FOR CARRYING 40’ CONTAINER” means an articulated vehicle having net carrying capacity of not less than 28 MT (including the weight of the container) and body space suitable for carrying 40’ GP, HQ,OT Containers.

45 AFFIDAVIT

The bidder shall submit an affidavit by the authorized signatory of bidder, on non-judicial stamp paper of appropriate value duly notarized certifying the following:

The document submitted by M/s. _____ are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s. _____ shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws



46 NAME AND LOCATION OF THE PROJECT
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED

i) LEPETKATA –DIBRUGARH, ASSAM
PO: LEPETKATA, DIST: DIBRUGARH, ASSAM
PIN-786006

ii) LAKWA-SIBSAGAR, ASSAM
PO: LAKWA
SIBSAGAR- 785688, ASSAM

iii) DULIAJAN-DIBRUGARH, ASSAM
GDU DULIAJAN
NEAR MADHUBAN TEA ESTATE
DIBRUGARH- 786191, ASSAM



VI

SECTION-VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9. All equipment should be tested and certified for its capacity before use.



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

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

=====



भाग – VII

SECTION – VII

दर अनुसूची (एसओआर)

SCHEDULE OF RATES (SOR)

(To be uploaded in Folder –I (Techno-commercial part)

[Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)]

**PRICE SCHEDULE / SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]
SECTION-VII**



E-TENDER NO: BCPL/C&P/CO20W037ND/1427

NAME OF WORK: HIRING OF SERVICES OF CUSTOM HOUSE AGENT (CHA) FOR IMPORT/EXPORT/RE-IMPORT OF SHIPMENTS INCLUDING TRANSPORTATION OF SHIPMENT FROM PORT OF CLEARANCE TO BCPL-LEPETKATA/LAKWA /DULIAJAN.

Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
1		CHA clearance charges					
	10	Charges for Sea Import Clearance	Agency Charges for Sea Import Clearance (Rate per Bill of Entry) of Break Bulk / Non-Containerized Cargo & all type of Container Sea Shipments (GP, Flat Rack, Open Top Container etc), LCL/FCL Shipments/Cargo (20 ft Container, 40 ft/45ft Container etc) Long Text: Agency Charges for Import of Break Bulk/Non-Containerized Cargo, LCL/FCL Cargo/all type of Container Shipments (GP, Flat Rack, Open Top Container) to cover all documentation formalities in time with customs, port, carriers, steamer agent/companies and other authorities so as to avoid detention/demurrage charges etc, checking/opening of package containing materials on landing (whenever required), repacking with proper strapping, tagging for identification of items/materials, verification of damages, weighment, arrangements for joint surveys, customs examination, debiting of Import Authorisations (if any), indenting of transport vehicles, initiating, lodging and processing of claims with customs, port, carriers, insurance Underwriters and other authorities, octroi exemption formalities and supervision connected with entire operation of clearing and forwarding	EA	100		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
			at Kolkata &/Haldia Ports.[including HSS Shipment]				
	20	Charges for Air import clearance	Agency charges for Import/HSS air shipment (Rate per Bill of Entry). Long Text: Agency Charges for Import of Air Shipments and to cover all documentation formalities in time with customs, air port authority , carriers and other authorities so as to avoid detention/demurrage charges etc, attending queries raised by Customs authority, checking/opening of package containing materials on landing (whenever required), repacking with proper strapping, tagging for identification of items/materials, verification of damages, weighment, arrangements for joint surveys, customs examination, debiting of Import Authorisations (if any), indenting of transport vehicles, initiating, lodging and processing of claims with customs, port authority, carriers, insurance Underwriters and other authorities, octroi exemption formalities and supervision connected with entire operation of clearing and forwarding at Kolkata Air Port and noting of B/E till passing from customs till the shipemnt is out of charge from customs.[Including HSS shipment]	EA	100		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	30	Charges for Clearance at Kandla	Agency Charges for Clearance at Kandla(Rate per LR) from Kandla, India [Deemed Import] Long Text: Agency Charges for Import of SDX catalyst in Totebins/Containers on FCA-Kandla, Gujarat, India and to cover all documentation formalities applicable for SEZ clearance , taking up with customs, port authority, supplier agent at Kandla and other authorities so as to avoid detention/demurrage charges etc, checking of Totebin/container , weighment, arrangements for joint surveys [if required], customs examination, debiting of Import Authorisations (if any), indenting of transport vehicles and supervision connected with entire operation of clearing and forwarding at Kandla Port, noting of B/E till passing from customs till the shipment is out of charge from customs	EA	10		
	40	Charges of Re-Import/Re-Export/Export (Air)	Agency Charges For Re-Import (Rate per Bill of Entry)/Re-export (Rate per shipping bill) /Export (Rate per shipping bill) of Air Shipment. To cover all the additional activities involved in clearance of re-import shipments like arranging first check examination, matching of serial numbers of the materials, arranging suitable handling equipments for first check, labour etc including attending all the queries raised by customs etc in time so as to avoid detention/demurrage charges, etc.	EA	10		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	50	Charges of Re-Import/Re-Export/Export (Sea)	Agency Charges For Re-Import (Rate per Bill of Entry)/Re-export(Rate per shipping bill) /Export (Rate per shipping bill) of Sea Shipment. To cover all the additional activities involved in clearance of re-import shipments like arranging first check examination, matching of serial numbers of the materials, arranging suitable handling equipments for first check, labour etc including attending all the queries raised by customs etc in time so as to avoid detention/demurrage charges, etc.	EA	2		
	60	Clearance of shipment PIR	Clearance of shipment under project registration [per Container or BL OR per AWB]	EA	5		1
	70	Clearance of ODC shipment	Clearance of ODC shipment (not covered above)	EA	2		
	80	Container Handling Charge [20ft]	Container handling Charges per 20ft FCL of any type (per container)	EA	40		
	90	Container Handling Charge [40/45ft]	Container handling Charges per 40ft/45 ft FCL of any type (per container)	EA	80		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	100	Container De-stuffing,20ft	Container De-stuffing inside/outside port area(per 20 Feet Containers): De-stuffing cargo from FCL containers. (All types of containers viz. GP, HC, OT, Flat Rack etc.) (In the event of above activity undertaken by Port Authorities / CFS/ their nominated agency, the charges paid at actual shall be reimbursed, supported by vouchers. However, the overall responsibility of arranging loading/ unloading without any delay / detention, etc lies with the contractor only)	EA	40		
	110	Container DeStuffing,40/45ft	Container De-stuffing inside/outside port area (per 40/45 Feet containers): De-stuffing cargo from FCL containers. (All types of containers viz. GP, HC, OT, Flat Rack etc). In the event of above activity undertaken by Port Authorities / CFS/ their nominated agency, the charges paid at actual shall be reimbursed, supported by vouchers. However, the overall responsibility of arranging loading/ unloading without any delay / detention, etc lies with the contractor only.	EA	80		
	120	Loading and Unloading (51kg-350Kg)	Consignments excluding containerized shipment at Port dock area/Airport (Haldia/Kolkata) to or from vehicles, Loading and Unloading at Contractor's Godown including shifting, cramage, labour charges, Material handling equipments etc. GENERAL CARGO (For Shipment weighing upto 50 kg, no separate charges payable to contractor).	EA	50		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	130	Loading and Unloading (351kg-500Kg)	Same as item no. 120 above	EA	320		
	140	Loading and Unloading (501kg-1500Kg)	Same as item no. 120 above	EA	50		
	150	Loading and Unloading (1501kg-3000Kg)	Same as item no. 120 above	EA	10		
	160	Loading and Unloading (3001kg-7000Kg)	Same as item no. 120 above	EA	10		
	170	Loading and Unloading(7001kg-10000Kg)	Same as item no. 120 above	EA	10		
	180	Loading and Unloading(10001kg-20000Kg)	Same as item no. 120 above	EA	5		
	190	Loading and Unloading(20001kg-60000Kg)	Same as item no. 120 above	EA	2		
	200	Loading and Unloading at Kandla	Loading and Unloading of consignments at Kandla/Dahez SEZ area/port including shifting, cranage, labour charges, Material handling equipments etc. GENERAL CARGO (package each weighing between 450 kgs to 900 Kgs).	EA	90		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	210	Storage at Contractor's Godown in Kolkata	Storage at Contractor's Godown in Kolkata: Storage charges per square feet per week or part thereof [covered and closed].	sq. ft-week	2000		
	220	Documentation Services	Documentation Services: For follow-up, documentation process vendor has to deploy one representative at BCPL site. While Quoting rate, refer clause no.12.40.1 of special condition of contract.	Month	24		
	230	Registration of new Project	Registration of new Project at Custom House, Kolkata including all necessary formalities	EA	2		
	240	Submission of essentiality certificate	Submission of essentiality certificate to Customs Authority at Kolkata and registering at Kolkata customs for orders covered under Customs head 98.01(per SARL/essentiality certificate)	EA	5		
	250	Addressing reconciliation issue	Addressing reconciliation issue (if any) arises by Customs Authority against the project Import Reconciliation made against BCPL project imported against 17 no. of SARL /essentiality certificate [per occasion]	EA	5		
	260	CE Certification (per instant).	Obtaining Chartered Engineer Certification (per instant).	EA	10		
	270	Consultant's Opinion on EXIM (each instant)	Obtaining Consultant's Opinion on EXIM, Customs Rules etc (each instant)	EA	3		



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

Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	280	Extra activities as & when required by BCPL	Extra activities as and when required by BCPL against documentary evidence.	Mandays	20		
2	Transportation by Road from Port Docks / CFS / Kolkata, Haldia Sea port & Kolkata International Air Port To Contractor's Godown (at Kolkata) including labour, lashing/dunnage/strapping for transport of materials etc						
	10	Dock/CFS	[Truck having carrying capacity not less than 7 MT]	TRIP	10		
	20	Airport	[Truck having carrying capacity not less than 7 MT]	TRIP	5		
	30	Haldia	[Truck having carrying capacity not less than 7 MT]	TRIP	3		
	40	Dock/CFS	[Truck having carrying capacity not less than 16 MT]	TRIP	5		
	50	Haldia	[Truck having carrying capacity not less than 16 MT]	TRIP	3		
	60	Kolkata Sea Port	[Trailer 40 Ft]	TRIP	5		
	70	Haldia Sea Port	[Trailer 40 Ft]	TRIP	1		
	80	Dock/CFS	[LCV Weighing Upto 3 MT]	TRIP	30		
	90	Airport	[LCV Weighing Upto 3 MT]. Not payable upto 50 kg	TRIP	50		
	100	Haldia	[Weighing Upto 3 MT]	TRIP	3		
3	Transportation by Road from Port Docks/CFS/Air Cargo Complex/Contractor's Godown (Kolkata) to BCPL site at Lepetkata, Lakwa, Duliajan (Assam) including labour, lashing/dunnage/strapping for transport of materials etc						
	10	Truck	[Truck having carrying capacity not less than 7 MT]	TRIP	15		
	20	Truck	[Truck having carrying capacity not less than 16	TRIP	70		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
			MT]				
	30	Trailer	[20 ft]	TRIP	40		
	40	Trailer	[40 ft]	TRIP	40		
	50	Trailer [45ft]	[45 ft]	TRIP	4		
	60	Transportation of ODC shipment	Transportation of ODC shipment in Trailer having Dimensions 40' x 9' x 9' and 40' x 10' x 10'	TRIP	2		
	70	Small Consignments By LCV	Same as 10 above(Weighing Up-to 3 MT)	TRIP	20		
	80	Truck-407 DI or equivalent	Truck-407 DI or equivalent with 2 no. of drivers with fastest delivery.[from Customs clearance at Kolkata port] at BCPL site	TRIP	6		
	90	Transport of loaded 20't GP	Transportation of loaded 20 Feet GP containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	1		
	100	Transport of loaded 20'FR/OT	Transportation of loaded 20 Feet FR/OT Containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	1		
	110	Transport of loaded 40'GP	Transportation of loaded 40'GP containers to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	1		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	120	Transport at of loaded 40'FR/OT	Transportation of loaded 40 Feet FR/OT container to destination and empty containers back to Kolkata (point of initial despatch/as per requirement).	TRIP	1		
	130	Transport of 20'loaded REEFR	Transportation of 20 ft loaded REEFR container(any type) to destination & back to Kolkata (point of initial despatch/as per requirement).	TRIP	1		
	140	Transport of 40'loaded REEFR	Transportation of 40 ft loaded REEFR container (any type) to destination & back to Kolkata (point of initial despatch/as per requirement).	TRIP	1		
	150	Transport from Kandla to BCPL: Trailer	Transportation from Kandla to BCPL - Lepetkata:Trailer40ft long with flat flooring, 12-15 Ton carrying capacity[carrying minimum totebin of 20 numbers with each totebin dimension 4ft x 4ft x 7ft and weight of approx 800 kg]	TRIP	6		
	160	Transport from Kandla to BCPL: Truck for despatch of 10 Totebins	Transportation of filled totebins from Kandla, Gujarat to BCPL, Lepetkata in Truck (06 wheeler, 32ft long) carrying 10-12 tons (Min. 10 totebins) capacity of preferable vehicle TATA LPT 1509 or equivalent. (Totebin dimension: 4ft x 4ft x 7ft and weight of approx. 650-850 kg).	TRIP	4		
	170	Truck Consignments [7 MT/Trip]	Truck Consignments Minimum 7 MT Per Trip [Outward Export Material to be Transported to CHA Go- down at Kolkata from BCPL]	TRIP	1		



Sl. No.	Item No.	Description (Short Text)	Long Text	UoM	QTY	Unit Rate (Rs)	Amount (Rs)
	180	Truck Consignments [16 MT/Trip]	Truck Consignments Minimum 16 MT Per Trip [Outward Export Material to be Transported to CHA Go- down at Kolkata from BCPL]	TRIP	1		
	190	Trailer [40ft]	Trailer 40ft [Outward Export Material to be Transported to CHA Go- down at Kolkata from BCPL]	TRIP	1		
	200	Small Consignments By LCV[Upto 3MT]	Small Consignments By LCV(Weighing Upto 3 MT) [Outward Export Material to be Transported to CHA Go- down at Kolkata from BCPL]	TRIP	1		
Total amount (Rs)							
Total amount (Word)							
GST (.....%) (Rs)							
Total amount (Including GST)							
Signature of Authorized Representative:							
Name of authorized person submitting the tender on behalf of the Bidder(s):							
Designation of authorized person:							
Name of Firm / Contractor/Owner:							
Address of Firm / Contractor/Owner:							
Date:							

Bidders to mention/indicate in words "Quoted/Not Quoted" as applicable (using ball point pen with blue ink)



PART - II - PRICED BID
ATTACHED AS A SEPARATE SHEET

(PLEASE GO TO OUR E-TENDER PORTAL,
SOR TO BE QUOTED UNDER E-MODE ONLY.)



CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD & TENDER FEE /MSE CERTIFICATE (as applicable), POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS" – As per ITB 11.1.1, 5 & 16

DO NOT OPEN

SUB: Customs House Agent (CHA) for import/export/re-import Clearance of consignments including transportation of shipments from port of clearance to BCPL Lepetkata /Lakwa / Duliajan.

E-TENDER NO.: BCPL/C&P/CO20W037ND/1427

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL

: **15.07.2020 at 1430Hrs**

TO

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

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD & TENDER FEE /MSE CERTIFICATE (as applicable),
POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS.**