



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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड **Brahmaputra Cracker and Polymer Limited**

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)
प्रशासनिक भि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA
निला: नडबूगढ़, असम / DISTT.: DIBURGARH, ASSAM
नपि कोड – 786006 / PIN CODE: 786006
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निनिदा संख्या / e-TENDER NO:

BCPL/C&P/LE18W233SD/00990

Dated 19.04.2018

ई-निनिदा दस्तावेज / e-TENDER DOCUMENT FOR

“HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR”.

OPEN DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	07.05.2019 at 14:30 Hrs
Tender Opening Date & Time	:	08.05.2019 at 15:00 Hrs
Pre Bid Meeting	:	25.04.2019 at 15.00 Hrs

EMD Amount	:	Zone	Amount (in Rs.)
	:	North	77,70,000.00



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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“HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR”.

FAQ

[QUESTIONS AND ANSWERS]

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

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	within 7days of bid opening, whether bid will be accepted or not ?	
8	Whether Late bid can be considered?	No
9	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
10	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
11	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
12	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
13	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
14	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
15	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.



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- **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 63 to 71 under section III of ITB.**
- NB: Tender document in complete in all respect including the above section along with unpriced SOR of section-VIII to be uploaded in technical folder and priced offer to be uploaded in Financial folder. (for details may refer instructions for participation in e-tender)



भाग – I (A) SECTION – I (A)

INVITATION FOR BIDS [IFB]



SECTION – I (A)

INVITATION FOR BID [IFB]

To,

Dt. **19.04.2019**

PROSPECTIVE BIDDERS

SUB: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR”.

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

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 Period shall be 01 (One) Year. However, the contract period shall be reckoned from the date of 1st intimation by BCPL for deployment of vehicle which will be within 03 months (latest) from the date of LOI/LOA.	
II	Tender Fee	:	NOT APPLICABLE	
III	EARNEST MONEY DEPOSIT (EMD)	:	Zone <i>North</i>	Amount (in Rs.) 77,70,000.00
IV	BID DUE DATE & TIME	:	07.05.2019 up to 14:30 Hrs	
V	SALE PERIOD OF BID DOCUMENT	:	NOT APPLICABLE	
VI	OPENING OF UNPRICED BID	:	08.05.2019 at 15:00 Hrs.	
VII	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.	
VIII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.	
IX	MODE OF TENDERING	:	Open Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://www.eprocure.gov.in (NIC-CPP Portal)	
X	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	25.04.2019 at 15:00 hrs. Brahmaputra Cracker and Polymer Limited,	



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C&P Department, Administrative Building,
PO: Lepetkata, Distt: 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. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER**. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 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 NIC e-portal <http://tenders.gov.in>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal (<http://tenders.gov.in>) on or before the due date of bid submission in e-mode.
- 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received [in e-mode through NIC e-portal (<http://tenders.gov.in>)] 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.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 8.0 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.
- 9.0 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 **25.04.2019 at 1500 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Dy. Manager (C&P) Phone No. 07896760769; Email ID: sdutta@bcplindia.co.in



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This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

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



भाग - II SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

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



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 The bidder must have **executed** at least one (01) single order / contract of “similar nature of work” in the preceding seven (07) years reckoned from the due date of unpriced bid opening having value not less than **Rs. 38.85 Crores**.

Note:

- a) ‘Executed’ as mentioned in sl. no. 1.1.1 above, means fully executed or completed.
- 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) **Definition of “similar nature of work”:** Similar nature of work indicates transportation of goods like ‘packaged goods / polymer products’ **in truck(s) / container(s)**. The transportation of **bulk loose materials** like coal, sand, stone, bricks and mineral ore etc shall not be considered for this tender.

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

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

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

1.1.5 Relaxed Norms for Startups in prior experience criteria:

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for ‘Startups’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality 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.

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 as per distribution of 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: 2018-2019, 2017-2018 & 2016-17) shall be **Rs. 38.85 Crores**.

1.2.2 NET WORTH:

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e, FY: 2018-19**.

1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, **i.e, FY: 2018-19** shall be **Rs. 7.77 Crores**.

Note:

- i) If the bidder's working capital is negative or inadequate **as per BEC clause no. 1.2.3**, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).
- i) Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1 i.e FY: 2018-19, 2017-18 & 2016-17**.



- ii) In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 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: 2018-19 i.e FY: 2017-18, 2016-17 & 2015-16.

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 as per distribution of 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.]

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	1.1	Technical Experience Criteria – Document [All documents to be uploaded (submitted) must be verified & certified by any one of the following Independent Third Party Inspection Agency] (i) Société Générale de Surveillance (SGS) (ii) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLIS) (iii) International Certification Services (ICS) (iv) Bureau Veritas (Ind.) Pvt. Ltd (BVIS) (v) TUV SUD (TUV). (vi) Det Norske Veritas (DNV) (vii) Certification Engineers International Ltd. (CEIL) (viii) Lloyds Register Industrial Services (LRIS) All charges of the Third party for verification and certification shall be borne by the Bidder.	



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
1.	1.1.1	Experience against execution of Order/Contract/LOA.	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed for similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.



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



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			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- Document [All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
6.	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2018-2019, 2017-2018 & 2016-17. In case, audited financial result (Balance sheet and profit & Loss account statement) of FY 2018-19 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of audited financial result (Balance Sheet and Profit & Loss Account Statement) of immediate three (3) preceding financial years, i.e FY: 2017-2018, 2016-2017 & 2015-2016 along with un-price bid.
7.	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2018-19. In case, audited financial result (Balance Sheet and Profit & Loss Account Statement) of FY: 2018-19 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			year, i.e FY: 2017-2018 along with un-price bid.
8.	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. FY: 2018-19. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2018-19 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: 2018-19 i.e FY: 2017-18 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-15) from the Bidder's bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.
9.		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only .

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

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



- (ii) *For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no. 1.1.1, then the value of such qualifying work [out of total quantity of composite work] shall be considered for the purpose of evaluation.*
- (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 EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD:

EVALUATION OF BIDS:

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

Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for evaluation.

- 2.2 *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 Startups shall be placed for the quantity as per distribution methodology defined in Section-II of tender document.*

[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.]

- 2.3 *In case of a tie at the lowest bid (L1) position (or any relevant position as per sl. no. 2.7) between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.*
- 2.4 *In case, there is a tie at the lowest bid (L1) position (or any relevant position as per sl. no. 2.7) between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).*
- 2.5 *In case, there is a tie at the lowest bid (L1) position (or any relevant position as per sl. no. 2.7) between Startup bidders and non-Startup bidders; then LOA / Order shall be*



placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant.**

2.6 Startups are exempted from submission of **EMD**.

SELECTION OF TRANSPORTERS:

BCPL intends to hire **three (03) numbers** of transporters for the entire contract:

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

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

DISTRIBUTION OF QUANTITY FOR AWARD:

2.7 The following methodology shall be adopted for distribution of work order quantity among the successful transporters, depending upon the number of transporters shortlisted for the Zone:

2.7.1 North Zone (Desired transporters: 03)

Sl. No.	Scenario after evaluation	Distribution of Quantity
1	If one bidder is L-1 as per original offer & two bidders agrees to match the L1 rate.	L1 – 36%, L2 – 33% and L3 – 31%
2	If one bidder is L-1 as per original offer & only one bidder agrees to match the L1 rate.	L1 – 55% & L2 – 45 %.
3	If only one bidder is found L1 due to non-matching / non-quoting of rates by other bidders.	L1 – 36% and remaining 64% shall be retendered.

2.7.2 Allocation of quantities to MSE shall be governed as per **sl. no. 2.9** below. The remaining quantity shall be distributed to the bidders as per the methodology mentioned herein above.

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

2.8 CPBG: The following CPBG clause shall be incorporated in tender document.

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.

2.9 PPP Policy 2012:

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

In case of Micro and Small Enterprise(s) quoted their prices within the price band of L1+15% and are not L2, L3 bidder, they shall also be allowed to provide a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is someone other than a micro and small enterprise and such micro and small enterprise shall be allowed to provide upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the job shall be shared proportionately. Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned SC/ST entrepreneurs/MSEs owned by women.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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भाग - III SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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



SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID:

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

2 ELIGIBLE BIDDERS:

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

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

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

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



bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

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

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

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.



3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- 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)

6.0 SITE VISIT:

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

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS:

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



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

- Section-I : Invitation for Bid [IFB] & NIT
- Section-II : BID EVALUATION CRITERIA [BEC] EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : HSE
- Section-VIII : SOR

*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 tender website/Government website (NIC e-portal) [<http://gailtenders.in>; <http://www.bcplonline.co.in> / <https://www.eprocure.gov.in>] / 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".

9.0 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 tender website/Government website (NIC e-portal) [<http://gailtenders.in>; <http://www.bcplonline.co.in> and <https://www.eprocure.gov.in>] 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 In case the bids are invited under the Manual Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

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

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

11.1.2 **ENVELOPE-II: Price Bid:**



- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES:

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes 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



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

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 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, if 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 UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

The bidder(s) as GTA (Goods Transport Agency) registered under GST (service provider) will be required to quote their rates excluding GST. GTA service provider may opt to charge GST (and to specify above) @5% without ITC or GST @12% with ITC liable to pay GST. GTA has to ensure filing of monthly required GST return and timely payment of GST as applicable.

The tender condition of GST on transportation contract may be followed under two way option as follows:

Option: 1

For Unregistered GTA (Goods Transport Agency) / Bidder, GST@5% shall be deposited directly by BCPL under RCM (Reverse Charge Mechanism) basis.

Option: 2

For Registered GTA (Goods Transport Agency) / Bidder, GTA / Bidder will have to submit GST Invoice and may opt for any of the following options:

- GTA/Bidder to pay GST @12% (and take ITC on GST paid). GST paid will be reimbursed by BCPL against submission of proper GST Invoice.
- GTA/Bidder to pay GST @5% (without ITC on GST paid). GST paid will be reimbursed by BCPL against submission of proper GST Invoice.
- In case of non-submission of proper GST Invoice by GTA/Bidder to BCPL (as party / bidder liable to pay GST under RCM), in such case GTA/Bidder shall not avail ITC. GST@5% shall be deposited directly by BCPL under RCM (Reverse Charge Mechanism) basis.

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.



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

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:

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' **as per the format given in Form -4 of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.



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

- 16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

17 PRE-BID MEETING (IF APPLICABLE):

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

18 FORMAT AND SIGNING OF BID:

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended 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 In case of e-tendering, digitally signed documents to be uploaded.

19 ZERO DEVIATION AND REJECTION CRITERIA:

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Delivery Schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule
 - (h) Contract Performance Bank Guarantee / Security Deposit
 - (i) Guarantee / Defect Liability Period
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure & Applicable Laws
 - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 E-PAYMENT:

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS:



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

22 DEADLINE FOR SUBMISSION OF BIDS:

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

23 LATE BIDS:

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

24 MODIFICATION AND WITHDRAWAL OF BIDS:

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

24.1.1 FOR e-BIDDING (e-Tendering):

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

24.1.1 FOR MANUAL BIDDING:

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



- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING:

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*



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

27 CONFIDENTIALITY:

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

28 CONTACTING THE EMPLOYER:

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.



- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30 CORRECTION OF ERRORS:

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32 EVALUATION AND COMPARISON OF BIDS:



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

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

34 PURCHASE PREFERENCE:

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

[F] – AWARD OF CONTRACT

35 AWARD:

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

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

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

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

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

37 SIGNING OF AGREEMENT:

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

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



38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:

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 or Letter of Credit and shall be in the currency of the Contract.

38.2 **The contract performance security specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document is towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of 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 Brahma Putra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within 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 enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The 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.



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- 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 :
- 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.
 - If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

41 AHR ITEMS:

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX:

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



- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 43.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

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

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

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

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



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

46 BILLING SYSTEM:

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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



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(b) Address:

To,

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

47 TRANSPARENCY:

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

48 SALE OF BID DOCUMENTS:

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

49 SUBLETTING & ASSIGNMENT:

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

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

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

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

51. CHECK MEASUREMENT:



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

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

52. **PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT 2007:**

As per the Section 3 of the 'Carriage by Road Act 2007', no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific



- provision in the tender be made which makes it incumbent on the supplier to transport the contracted material / supplies only through registered common carriers.
53. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
54. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
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Annexure-I

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

A Definitions:

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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



D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

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



F. Appeal against the Decision of the Competent Authority:

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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



3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:



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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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



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

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

(B) Where Performance rating is "FAIR"

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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

6.0 **EFFECT OF HOLIDAY:**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.



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

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

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

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

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

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

10. ERRANT BIDDER

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

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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks



1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks



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(A Government of India Enterprise)

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 Organization (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 Organization.

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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



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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

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

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:



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

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

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

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

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

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

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

Note:

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

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

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

8.2 Priced Bid:

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to



upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

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

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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:



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

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

18. IT Resources:

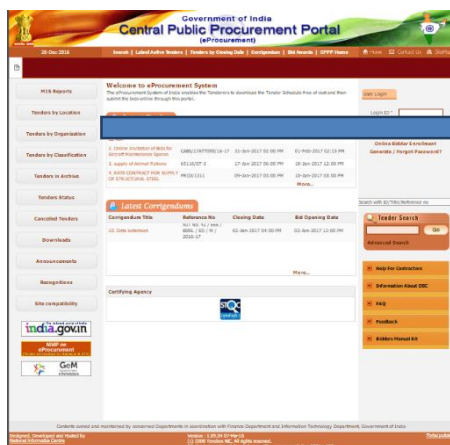
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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





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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 WITHDRAWL	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re-SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission			

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



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The screenshot shows the Central Public Procurement Portal (eProcurement) interface. It includes a header with the Government of India logo and navigation links. The main content area displays 'Latest Tenders' and 'Latest Corrigendums' with columns for Tender Title, Reference No, Closing Date, and Bid Opening Date. A sidebar on the left contains links for MIS Reports, Tenders by Location, Tenders by Organisation, Tenders by Classification, Tenders in Archive, Tenders Status, Cancelled Tenders, Downloads, Announcements, Recognitions, and Site compatibility. A 'User Login' section is also present on the right.



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

e-TENDER NO: BCPL/C&P/LE18W233SD/00990 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".



HELP DESK (BCPL)

Phone : 06900182953 (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



BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ e-TENDER NO is : e-TENDER NO.: BCPL/C&P/LE18W233SD/00990				
1.1	The Employer/Owner is: M/s Brahmputra Cracker And Polymer Limited				
2.1	Name of the Contract: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR”.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" data-bbox="438 835 995 985"><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				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. SAMRAT DUTTA, MANAGER (C&P) / Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in				
C. PREPARATION OF BIDS					



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

11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
22	The e-TENDER NO. of this bidding process is: BCPL/C&P/LE18W233SD/00990
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. SAMRAT DUTTA, MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in Date: 08.05.2019 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:



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(A Government of India Enterprise)

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



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

Clause no. 27.3 of GCC	Bonus for Early Completion:	
	APPLICABLE	☐ NO
	NOT APPLICABLE	☐ YES



FORMS & FORMAT



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



BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

1	Bidder Name (With Contact Person Name, Phone no., e-mail ID & Details)	
2 (a)	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
2 (b)	Copy of partnership deed/Memorandum and Articles of Association /Certificate of Incorporation in case of limited company or affidavit towards proprietorship firm	
2 (c)	Power of Attorney & Name of Person	[Submitted / Not-submitted]
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-



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

	[Mobile & Landline]	Landline-
8	NAME OF CONTACT PERSON E-mail ID	
9	Website	
10	Fax Number:	
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 Details	[Enclose copy of PAN Card]
17	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM Part-II) issued by the authority specified by the respective State Government.)</i>
18	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB) Pl. specify (put tick mark) SC / ST / GENERAL OTHERS _____ The MSE certificate to be attested by chartered accountant & notarized by notary public.
19	Type of Entity	Corporate/ Non-Corporate (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
20	GSTIN	_____ Please submit GST Registration Certificate
21	Vendor Classification Mark (√) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
22	START-UP	(YES / NO) Put Tick mark Certificate Ref. no. _____ Date of issuance. _____ The start-up certificate to be attested by chartered accountant & notarized by notary public.
23	EPF Registration no.	
24	ESI code no.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
-----day of -----20 ----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

Dear Sir,

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

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

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

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

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

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



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

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:



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

Dear Sir,

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

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

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

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

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

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



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

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:



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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



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(A Government of India Enterprise)

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

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



or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....



AGREED TERMS & CONDITIONS

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCT OF BCPL FOR A PERIOD OF 02 YEARS.

e-TENDER NO.:- BCPL/C&P/LE18W233SD/00990

Sl. NO.	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	
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 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 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	



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	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 to anti-profiteering clause under GST.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

Dear Sir,

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

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

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

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

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



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



CHECK LIST

Bidders are requested to duly fill in the checklist. Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any) as a token of acceptance to tender terms & clause.		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid.		
i	Covering Letter, Letter of Submission.		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any).		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi.	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii.	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST		YES/ NA	NO
1.	EMD Value	ZONE	EMD AMOUNT (in Rs.)		
		North	77,70,000.00		
A	DD	DD No. _____ dated For Rs. _____		YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS		YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.		YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED		YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>Refer Section-II of tender document.</i>		YES	NO
A	ORDER COPY	Duly CERTIFIED by as per section II of tender document		YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by as per section II of tender document		YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC			YES	NO
5.	Security deposit: As per section – II of tender document.			YES	NO
6.	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONGWITH UNPRICED BID.		YES	NO
7.	SOR (BLANK without price) MENTIONING WORD “NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]” IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UNPRICED BID.		YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.		YES	NO

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

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

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



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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

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



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

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



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		iv.	Period of Contract/ Order		
		v.	Actual Date of Completion/Execution		
		vi.	Executed value		
		vii.	Executed Qty, etc		



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

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

NB:

1. **Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2018-2019, 2017-2018 & 2016-2017 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: 2018-2019, 2017-2018 & 2016-2017 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2018-2019 FY: 2017-2018 FY: 2016-2017 FY: 2015-2016	Yes / No Yes / No Yes / No Yes / No	



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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	: Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2018-2019. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	: Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE 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:
Seal:
Membership No.:

[Signature of Authorized Signatory]
Name:
Designation:

Instructions:

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



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F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

e-TENDER NO.: BCPL/C&P/LE18W233SD/00990

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____

e-TENDER NO: BCPL/C&P/LE18W233SD/00990 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Date
bank)

(Signature of authorized officer of



भाग – IV SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



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भाग – V
SECTION – V
SPECIAL CONDITIONS OF CONTRACT
[SCC]

e-TENDER NO: BCPL/C&P/LE18W233SD/00990 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".



SECTION-V

SPECIAL CONDITIONS OF CONTRACT

[SCC]

SUBJECT: HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR.

- 1.0 TERMS OF PAYMENT:** Payment will normally be made within 30 days of submission of bills and GR with correct receipt details to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties. Payment will be made through electronic mode (E-banking) only. Other terms and conditions related to Payment terms are specified in Scope of Work.
- 2.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:**
Income Tax deduction shall be made from all payments to the Transporters as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the Transporter.
BCPL will issue the necessary certificate for income tax deduction at source, however, the Transporter has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the Transporter has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, Transporter shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.
- 3.0 GST:** The rates quoted by the bidders should be exclusive of service tax, Education cess and Secondary and higher education cess thereon etc (if any).
- 4.0 RESPONSIBILITIES OF THE TRANSPORTER AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**
- 4.1 The Transporter shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
 - 4.2 The Transporters shall periodically submit the chalans / receipts / proof for depositing PF contribution with RPFC.
 - 4.3 The Transporter is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
 - 4.4 The Transporter is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

e-TENDER NO: BCPL/C&P/LE18W233SD/00990 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".



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- 4.5 The Transporter shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 4.6 The Transporter shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 4.7 The Transporter shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 4.8 The Transporter shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 4.9 All personnel deployed by the Transporter should be on the rolls of the Transporter.
- 4.10 The Transporter shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 4.11 The personnel to be deputed by the Transporter shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of Transporter. Transporter has to strictly adhere to guidance, instruction when required.
- 4.12 Transporter shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the Transporter or authorized person on behalf of Transporter. Also the Transporter should obtain entry passes from CISF through engineer-in-charge for his employees.
- 4.13 Transporter has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated. Also the Transporter has to provide police verification for all the persons deployed by him.
- 4.14 While confirming to any of these conditions, the Transporter should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The Transporter shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 4.15 All existing and amended safety / fire rules of BCPL, Lepetkata are to be followed within the Lepetkata plant or service center.
- 4.16 Transporter shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 4.17 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Transporter.
- 4.18 Before undertaking jobs, Transporter shall take work order from Engineer-in-charge and same shall be returned after completion of job.
- 4.19 All types of transport connected with the work shall be in the scope of the Transporter.
- 4.20 Technicians/ supervisors deployed by the Transporter should be technically qualified for fulfilling the contractual obligation.
- 4.21 In case of accident, injury and death caused to the employee of the Transporter while

e-TENDER NO: BCPL/C&P/LE18W233SD/00990 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".



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(A Government of India Enterprise)

executing the work under the contract, the Transporter shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / deceased. Transporter shall indemnify BCPL from such liabilities.

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

5.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION:

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

6.0 UNDERTAKING

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

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

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



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

- a. Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs.5, 000.00 per occasion.
- b. Violation as above resulting in:
 - b1. Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs. 2,00,000.00) per injury in addition to Rs. 5,000.00 as in para 9.0.a, above.**
 - b2. Fatal accident, a penalty of 1% of the contract value (maximum of Rs. 10, 00,000.00) per fatality in addition to Rs. 5,000.00 as in para 9.0.a, above.**

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

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

10.0 MODIFICATIONS TO GENERAL CONDITIONS OF CONTRACT (GCC):

- 10.1 Article 24.0 of GCC stands modified to the extent that the amount of CPBG/SD shall be 7.5% of the annualized value of the contract which will be valid for 90 days beyond the contract period.
- 10.2 Article 80 of GCC (Defect Liability Period) shall not be applicable.
- 10.3 Article 107 of GCC (Arbitration) stands modified to the extent that the attached Annexure-III to SCC shall be part of the Article 107.
- 10.4 Clause no. 27.2 of GCC (Bonus for early completion) shall not be applicable



SCC - (ANNEXURE – I)

Brahmaputra Cracker and Polymer Limited

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

Total nos. of employees=

Working hours / day =

Nos. of days worked =

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

No. of fatalities=

No. of major injuries=

No. of three days injuries=

Nos. of minor injuries =

Total nos. of occupational= Diseases / illness



A: SAFETY INFORMATIONS TO BE SUBMITTED BY TRANSPORTER:

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

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

B. STATUS OF SAFETY – GADGETS

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

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

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

C. INCIDENT STATUS

Name of safety representative=

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

D. INSPECTION RECORD

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

Signature of Site In-charge

Transporter's Signature_____

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



SCC - (ANNEXURE –II)

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

To

Brahmaputra Cracker and Polymer Limited

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

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

For

(Authorized Signatory)'

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



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SCC (ANNEXURE –III)

DETAILS OF ENVIRONMENT POLICY:

To

Brahmaputra Cracker and Polymer Limited

Sub:Details of Environment Policy

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

Place:
Bidder]
Date:

[Signature of Authorized Signatory of
Name:
Designation:
Seal

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भाग – VI SECTION-VI

SCOPE OF WORK (SOW)



SECTION-VI **SCOPE OF WORK**

SCOPE OF WORK

INTRODUCTION:

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

1.0 SCOPE OF WORK:

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



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

May refer Section-II of tender document.

3.0 PAYMENT TERMS

Brahmaputra Cracker & Polymer Limited has initiated payments to transporters electronically and to facilitate the payments electronically, the selected transporter should have an account with e-payment platform, so that the payment through ebanking can be made to the transporter. Further, the selected transporter should give the details of bank account in the above mentioned bank to facilitate payment through e-banking. Payment of transportation bills will be made by BCPL within 30 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by Engineer-In-Charge of the transportation contract. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment. In case, where the transporter wishes to avail Concessional TDS, they are required to submit the requisite certificate at the time of submission of the contract agreement itself. It will be the responsibility of the transporter to ensure timely submission of any exemption certificate for every new financial year, failing-which TDS at the regular prevailing rates shall be applicable and will not be reimbursed/refunded later on.

4.0 QUANTUM OF WORK

BCPL does not commit itself to any particular quantum of work in the North zone / destinations allotted to the transporter and the quantity is likely to vary from time to time. BCPL is not bound by the Annual Transportation quantities indicated in the tender document. The quantities mentioned in schedule of rates (SOR) are based on approximation and are subject to change depending upon requirement. BCPL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporters / transporters for lower quantity dispatched vis a vis indicated quantity. However, the likely state-wise pertaining to North Zone product movement is mentioned in Schedule of Rates for the purpose of facilitating evaluation & comparison of bids.

5.0 CONTRACT PERIOD

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

6.0 CAPACITY AND SUITABILITY OF TRUCKS

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

7.0 QUANTITY:

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

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

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

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

7.5 PRODUCTS & PACKAGING

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

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

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

8.0 THE CONTRACT RATES

The rates **Per Kilometer Per Metric Ton** must be quoted. The payload shall be governed by RTO rules and regulations from time to time. It is the sole responsibility of the transporter to



ensure that the truck should carry material within permissible weight limits as governed by RTO registration / RC books / RLW provisions of Motor Vehicle Act. The transporter is required to submit most competitive rates **per Kilometre per Metric Ton** for north zone as listed in schedule of rates (SOR), and shall be **inclusive** of the following:

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

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

8.1.2 **The Insurance premium charges at actuals as prevailing at the time of Despatch which is presently~Rs 37.40 PMT.**Transporters may please take into account all clauses under special conditions of the contract while quoting.

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

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

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

8.5 PRICE VARIATION

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

The formula for Price Variation is:

For North Zone:

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

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

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

8.5.2 The above calculations shall be governed as per the distance mentioned in Annexure-I for all the destinations, and shall be accepted and binding on the Transporter. However,



payments shall be made as per the actual distance & Quantity of product moved to the destination.

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

8.6 RETURN OF POLYMER:

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

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

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

8.6.4 For such return of polymer consignment, the transporter shall not be entitled for payment of Minimum Pay Load (15 MT) and BCPL shall not levy non-placement penalty & late delivery penalty on the transporter. However, the transporter shall ensure immediate lifting within 10 days from the date of BCPL intimation & timely delivery of such consignment back to Lepetkata as per allowable transit time. Any damages to the consignment during return shall be recovered from the transporter as per the prevailing practice. In the event of failure of transporter to lift the material within 10 days time, BCPL shall arrange transportation for the product at the prevailing market rate. Full cost of such transportation shall be recovered from transporter from date of request of truck placement.

9.0 PLACEMENT OF TRUCKS AND PERFORMANCE OF CONTRACT

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

9.2 DESPATCH PLAN & PLACEMENT

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

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

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



9.3 NON PERFORMANCE PENALTY

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

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

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

9.3.2 NON PLACEMENT PENALTY WILL BE LEVIED AS FOLLOWS:

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

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

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

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

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

10.0 LOADING / UNLOADING / STACKING/ TRANSSHIPMENT:

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

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

In case of Truck which has been placed, within the scheduled time, against Plan but could not be loaded, due to certain reason (s) attributable to BCPL, and the truck has to be returned



back empty on the same day, BCPL shall pay lumpsum returning charges @ Rs.1000/-per Truck. Necessary endorsement on the GR / LR to this effect should be obtained from the Marketing Department clearly specifying the reason for such empty return.

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

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

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

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

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

10.7 It will be essential that the transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with BCPL and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the product at BCPL premises. Any loss of product issued on the basis of GR / LR signed by the authorized representative of the transporter will be at the risk & cost of the transporter only. If however, any loading of product is undertaken in the trucks in the absence of such GR / LR signed by the authorized representative or in respect of any irregularity therein, the same will not absolve the transporter from liability in respect of transportation of such products.

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



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

10.10 The transporter shall comply with all the statutory requirements as stipulated in various activities connected with the hiring of services of the contract labour deployed by him for loading / unloading. The transporter shall be solely responsible for non-compliance with any such statutory requirements. BCPL shall not have any liability on account of labour deployed by the transporter / transporters. Transporter will be responsible for providing adequate number of labourers at each warehouse/ location for loading/ unloading/ stacking. Any losses or damages caused by transporters labourers shall be recovered from transporter's bills. Transporter/ Transporter will have to arrange for Photo Entry Passes for labourers as per BCPL rules.

11.0 TRANSIT TIME & DELIVERY

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

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

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

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

11.5 **DOCUMENTATION:** Total quantity as mentioned in invoice documents must be delivered at one time and not in installments. In case of shortage/ damage noticed at the time of unloading, the same has to be clearly mentioned and signed by the receiving warehouse in-charge and the document to be submitted along-with the freight bills.



11.6 Safety: The Transporter shall be solely responsible for the conduct and any act of negligence by him or his crew (Driver/ Cleaner etc). Any consequences arising out of negligence, including loss/ damage to the consignment property of BCPL arising out of such negligence shall be borne by the transporter.

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

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

11.7.2 Obtain Octroi Exemption Certificate, if applicable.

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

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

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

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

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

12.0 TRANSIT INSURANCE/ INSURANCE OF VEHICLE AND CARGO FOR DISPATCH:

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

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

12.3 Whenever, any truck is reported missing or having met with an accident and resulting in the deterioration in the quality of the material, or loss of any other nature during transit, the transporter will co-ordinate with the Customer (for Direct Sales)/ GAIL Zonal Office / CS (for Stock Transfer & others) and ensure filing of the necessary insurance claim and complete



the required formalities under intimation to BCPL-Marketing Dept., Lepetkata and nearest GAIL Zonal Office, within 7 (seven) days from the date of mishap / accident as the case may be. The full value of the damaged material / loss caused, as the case may be, of such material will be withheld from transporter's pending bills payment, till insurance claim is settled by the insurance company. Any difference between the value of material dispatched and the claim settled by insurance company shall be recovered from the transporter. All necessary paper work and follow-up activity with the insurance company in this regards will be undertaken by the transporter.

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

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

12.4.2 NON DELIVERY / SHORT DELIVERY OF BAGS:

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

12.4.3 LOSS OF GOODS IN FULL/ PART DUE TO AN ACCIDENT/ THEFT /

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

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



The transporter shall send the intimation of the accident and loss in transit by fax/ email to the Engineer-In-charge at BCPL's Marketing Department at Lepetkata and a copy to the destination GAIL Zonal office. BCPL Marketing Department should be intimated immediately but not later than seven days from the date of accident. If such intimation is not received within above period, or within 7 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of full value of the losses as mentioned above.

However, the transporter shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim. Final decision on this issue including termination of the contract shall be taken by the BCPL, which shall be binding, on the transporter. However BCPL shall levy a standard penalty of Rs.100, 000/-for all such cases reported as mentioned above. That standard penalty shall be non-refundable.

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

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

12.6 BCPL will also be entitled to compute the amount of loss suffered by BCPL / Customer / Consignment Stockiest and entitled to be reimbursed from the transporter and decision & determination by BCPL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the transporter and shall not be questioned in any court of Law or arbitration or otherwise and the transporter do hereby irrevocably authorize BCPL to set off and adjust such loss or damage against the pending payments / Security Deposit / Bank Guarantee of the transporter and in the event of shortfall therein, the transporter shall immediately upon demand raised by BCPL, pay the same to BCPL without demur or objection.

12.7 Transporter will be required to take all reasonable care to ensure that the products are transported through the trucks for which the transporter has right of ownership for use. However, if any truck is reported missing and remains non-delivered within **7 days from the permissible transit time**, the full value of the consignment will be immediately recovered from the transporter, notwithstanding the fact that the material in truck is/ was insured by the company. In addition, the company will withhold a payment of **Rs.50, 000/-** per truck (refundable), from the transporters pending bills, which shall be adjusted against any other financial implication / expenses which BCPL may have to incur in connection with the missing consignment. If BCPL is convinced that the nondelivery is due to malafide act of the concerned transporter or its representative, BCPL reserves the right to recover invoice value of such consignment at a penalrate of 1.5 times the value of the concerned consignment from the transporter.

The identified missing/ non-delivered consignment/ trucks, should be reported to BCPL (Marketing Department, BCPL, Lepetkata) immediately and not later than 7 days' time over



prescribed transit time period, failing which the penalty of **Rs 5,000/-** (non-refundable) will also be levied, for late information.

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

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

13.0 LOSS OF ORIGINAL DOCUMENTS / ROAD PERMIT

13.1 INVOICE:

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

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

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

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

13.3 LOSS OF ANY OTHER STATUTORY DOCUMENTS:

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

13.4 ROAD PERMIT & OTHER STATUTORY DOCUMENTS:

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

14.0 SUBMISSION OF BILLS & PAYMENT:

14.1 The transporter will arrange to bring into use GR / LR which are exclusively for BCPL consignment only and with pre-printed running serial number. The reverse of the GR / LR shall be provided with the format for acknowledgement as per **Annexure-III of Section – 4 "Scope of Work"**, for confirmation of receipt of the consignment by consignee i.e. Customer/ CS/ BCPL warehouse incharge.



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

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

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

14.5 In case of any manipulation/ tampering of the documents like – cutting, deliberate change in the receiving date or any other remarks is detected in the “Receipt Details” of the GR / LR copy, it will attract a penalty @ **Rs 1,000/- per** GR / LR copy and depending upon the seriousness of the matter, may lead to blacklisting of the transporter from future business or termination of the contract forfeiting the security deposit. BCPL reserves the right to take final decision on the matter and it will be binding on the transporter. No counter claims will be entertained.

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

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

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

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

15.0 OTHERS:

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

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

15.3 The Transporter will strictly abide by the Motor Vehicle Act, Payment of Wages Act and other Labour regulations in force in the area where their trucks are plying.



15.4 The Transporter shall not be entitled to assign, subrogate sublet or part with his right, title and interest under their contract for any reason what-so-ever. The Transporter shall not cause or allow any change in the constitution on its firm without obtaining prior written approval of BCPL.

15.5 The Transporter shall be liable for any loss or damage to BCPL, or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said trucks at the time of loading, unloading and/ or during transit and the Transporter shall indemnify & keep BCPL indemnified against any such loss or damage & shall pay to BCPL such amount as BCPL may be called upon by law to pay. The Transporter shall remain at all times, liable and responsible to BCPL for any loss or damage caused to any building, plant and machinery or the property of BCPL by any negligence, carelessness, inexperience or willful fault of the transporter or his agent or by his employee of which BCPL alone shall be the sole judge. BCPL shall be at liberty to debit any cost on repairs to loss or damage to the account of transporter.

15.6 It shall be the responsibility of the transporter to ensure that the trucks should carry material within the permissible limit as governed by RTO Registration/ RC Book/ RLW provisions of Motor Vehicle Act prevailing from time to time. The Transporter will have to bear all losses/ penalties arising due to noncompliance of the above.

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

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

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

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

16.0 OTHER STATUTORY CLAUSES:

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

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



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

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

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

16.6 The transporter/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

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

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

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

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

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

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

16.13 The transporter/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The transporter must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit



the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer- In-charge.

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

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

16.16 The transporter/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no. 16.13.

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

16.18 No accommodation will be provided to the transporter/contracting firm as per guidelines of BCPL Office, Lepetkata, Dibrugarh, Assam.



CHECKLIST

Documents to be attached with RA Bill

Sl No. Document Periodicity Availability

Status

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



Estimated Qty, Transit time and Distance
Annexure-I

Zone	State	Destination	Total Polymer Consumption	Distance from Lepetkata	Maximum Transit Time in Days
NORTH	CHANDIGARH	CHANDIGARH	187.5	2616	10
NORTH	HARYANA	Ambala	0	2575	10
NORTH	HARYANA	Bahadurgarh	0	2377	10
NORTH	HARYANA	Bawal	0	2375	10
NORTH	HARYANA	Bhiwani	0	2467	10
NORTH	HARYANA	Dharuhera	0	2351	9
NORTH	HARYANA	FARIDABAD	1875	2346	9
NORTH	HARYANA	GURGAON	0	2367	9
NORTH	HARYANA	Hissar	0	2522	10
NORTH	HARYANA	Jagadhari	0	2562	10
NORTH	HARYANA	Kaithal	187.5	2544	10
NORTH	HARYANA	Karnal	1500	2490	10
NORTH	HARYANA	KUNDLI	5000	2372	9
NORTH	HARYANA	Kurukshetra	187.5	2528	10
NORTH	HARYANA	Narwana	187.5	2521	10
NORTH	HARYANA	Panipat	2025	2459	10
NORTH	HARYANA	Rewari	0	2368	9
NORTH	HARYANA	Rohtak	0	2420	10
NORTH	HARYANA	Sampla	0	2400	10
NORTH	HARYANA	Sirsa	0	2608	10
NORTH	HARYANA	Sonepat	0	2417	10
NORTH	HARYANA	Yamunanagar	0	2557	10
NORTH	HP	Baddi	1350	2651	11
NORTH	HP	Damtal	0	2847	11
NORTH	HP	Kala Amb	187.5	2604	10
NORTH	HP	Paonta Sahib	0	2590	10
NORTH	HP	PARWANU	187.5	2639	11
NORTH	HP	SANSARPUR TERRACE	187.5	2835	11
NORTH	HP	SOLAN	187.5	2670	11
NORTH	J&K	JAMMU	187.5	2963	12
NORTH	J&K	KATHUA	187.5	2881	12
NORTH	J&K	SRINAGAR	187.5	3229	13
NORTH	PUNJAB	AMRITSAR	625	2823	11



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

NORTH	PUNJAB	Bhatinda	187.5	2668	11
NORTH	PUNJAB	Fazilka	187.5	2748	11
NORTH	PUNJAB	Firozpur	187.5	2804	11
NORTH	PUNJAB	JALANDHAR	1350	2744	11
NORTH	PUNJAB	LUDHIANA	6250	2681	11
NORTH	PUNJAB	RAJPURA	3750	2598	10
NORTH	RAJASTHAN	ABU ROAD	18.75	2866	11
NORTH	RAJASTHAN	AJMER	125	2518	10
NORTH	RAJASTHAN	ALWAR	337.5	2320	9
NORTH	RAJASTHAN	Barmer	25	2924	12
NORTH	RAJASTHAN	BEAWAR	62.5	2568	10
NORTH	RAJASTHAN	BEHROR	125	2417	10
NORTH	RAJASTHAN	BHARATPUR	25	2203	9
NORTH	RAJASTHAN	Bhilwara	25	2636	11
NORTH	RAJASTHAN	BHINMAL	25	2855	11
NORTH	RAJASTHAN	BHIWADI	312.5	2339	9
NORTH	RAJASTHAN	BIKANER	25	2726	11
NORTH	RAJASTHAN	Bundhi	25	2483	10
NORTH	RAJASTHAN	Chittoregarh	18.75	2619	10
NORTH	RAJASTHAN	JAIPUR	2125	2387	10
NORTH	RAJASTHAN	JODHPUR	2875	2720	11
NORTH	RAJASTHAN	KOTA	750	2449	10
NORTH	RAJASTHAN	Nagaur	25	2618	10
NORTH	RAJASTHAN	Nokha	25	2673	11
NORTH	RAJASTHAN	PALI	62.5	2684	11
NORTH	RAJASTHAN	RATHANGARH	25	2567	10
NORTH	RAJASTHAN	SIKAR	25	2506	10
NORTH	RAJASTHAN	Sirohi	25	2798	11
NORTH	RAJASTHAN	Sriganganagar	25	2759	11
NORTH	RAJASTHAN	UDAIPUR	25	2792	11
NORTH	DELHI	DELHI	88125	2366	9
NORTH	UTTAR PRADESH	AGRA	3750	2147	9
NORTH	UTTAR PRADESH	Fatehpur	0	1809	7
NORTH	UTTAR PRADESH	KANPUR	37500	1908	8
NORTH	UTTAR PRADESH	LUCKNOW	0	1814	7
NORTH	UTTAR PRADESH	RaeBareilly	0	1792	7
NORTH	UTTAR PRADESH	Rania	0	1995	8
NORTH	UTTAR PRADESH	ALIGARH	0	2230	9
NORTH	UTTAR PRADESH	Allahabad	0	1754	7
NORTH	UTTAR PRADESH	BAREILLY	250	2060	8

e-TENDER NO: BCPL/C&P/LE18W233SD/00990 FOR "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".



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

NORTH	UTTAR PRADESH	Bhadohi	0	1654	7
NORTH	UTTAR PRADESH	GAZIABAD/Noida	5000	2343	9
NORTH	UTTAR PRADESH	Ghazipur	0	1530	6
NORTH	UTTAR PRADESH	GORAKHPUR	625	2555	10
NORTH	UTTAR PRADESH	HATHRAS	0	2193	9
NORTH	UTTAR PRADESH	JAGDISHPUR	625	1866	7
NORTH	UTTAR PRADESH	MATHURA	0	2209	9
NORTH	UTTAR PRADESH	Meerut	0	2399	10
NORTH	UTTAR PRADESH	Modinagar	0	2375	10
NORTH	UTTAR PRADESH	Moradabad	0	2158	9
NORTH	UTTAR PRADESH	Muzaffarnagar	0	2450	10
NORTH	UTTAR PRADESH	SAHARANPUR	0	2514	10
NORTH	UTTAR PRADESH	VARANASI	1875	1611	6
NORTH	UTTAR PRADESH	Sonauli	0	1639	7
NORTH	UTTRAKHAND	DEHRADUN	0	2568	10
NORTH	UTTRAKHAND	HALDAWANI	0	2153	9
NORTH	UTTRAKHAND	HARIDWAR	3750	2311	9
NORTH	UTTRAKHAND	KASHIPUR	1250	2201	9
NORTH	UTTRAKHAND	Roorkee	625	2502	10
NORTH	UTTRAKHAND	RUDERPUR	1875	2140	9
NORTH	UTTRAKHAND	SITARGANJ	250	2103	8
NORTH	MADHYA PRADESH	BHIND	0	2093	8
NORTH	MADHYA PRADESH	BHOPAL	0	2476	10
NORTH	MADHYA PRADESH	BURHANPUR	0	2799	11
NORTH	MADHYA PRADESH	CHINDWARA	0	2271	9
NORTH	MADHYA PRADESH	DEWAS	1750	2601	10
NORTH	MADHYA PRADESH	DHAR	0	2739	11
NORTH	MADHYA PRADESH	GADARWARA	0	2500	10
NORTH	MADHYA PRADESH	Guna	0	2323	9
NORTH	MADHYA PRADESH	GWALIOR	625	2153	9
NORTH	MADHYA PRADESH	INDORE	2500	2641	11
NORTH	MADHYA PRADESH	JABALPUR	125	2055	8
NORTH	MADHYA PRADESH	Katni	0	1961	8
NORTH	MADHYA PRADESH	Khandwa	0	2731	11
NORTH	MADHYA PRADESH	Khargone	0	2786	11
NORTH	MADHYA PRADESH	Mandsaur	0	2612	10
NORTH	MADHYA PRADESH	RATLAM	0	2702	11
NORTH	MADHYA PRADESH	REWA	0	1818	7
NORTH	MADHYA PRADESH	Satna	0	1880	8
NORTH	MADHYA PRADESH	SHAJAPUR	0	2504	10

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NORTH	MADHYA PRADESH	Shivpuri	0	2231	9
NORTH	MADHYA PRADESH	Ujjain	0	2626	11

- New destinations/locations shall be added/deleted as and when the need arises and shall be binding on the transporter/Transporters.
- Estimated quantities are based on approximation and are subjected to change depending upon market demands. BCPL will not be responsible for any variations in the actual quantities transported during the period of contract against these indicated quantities and no compensation whatsoever will be payable to the transporters. The likely destination-wise quantity is mentioned only for the purpose of facilitating evaluation and comparison for bid.



भाग – VII SECTION-VII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VIII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

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



- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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



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भाग – VIII SECTION-VIII

UN-PRICED SCHEDULE OF RATES

**[SOR]
(PRICED SOR TO BE SUBMITTED IN FINANCE
FOLDER)**

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER –
Page no. 63 to 71 under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 6900182953

Mobile : 8811017320

Email : etender@bcplindia.co.in

NIC :- Phone : 1800-233-7315, 0120-4200462, 0120-4001002

Mobile : 8826246593

Email : cppp-nic@nic.in



e-TENDER No.: BCPL/C&P/LE18W233SD/00990

SCHEDULE OF RATES [SOR] – UN-PRICED

SECTION – VIII

NAME OF WORK: “HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR”.

NAME OF BIDDER: _____

SL. NO.	ZONE	DESTINATION DESCRIPTION	UNIT	ESTIMATED QTY (in MT)	UNIT RATE PER MT PER KM (in Rs.)	
					IN FIGURES	IN WORDS
				(A)	(B)	
1.	NORTH	MENTIONED AT SCOPE OF WORK UNDER SECTION-VI OF TENDER DOCUMENT	MT	183988	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	

CHECK LIST OF SOR

DESCRIPTION	REMARKS
BIDDER TO FURNISH SAC CODE OF TRANSPORTATION.	
GST RESISTRAION NO.	



e-TENDER No.: BCPL/C&P/LE18W233SD/00990

NAME OF WORK: "HIRING OF SERVICES FOR TRANSPORTATION OF POLYMER PRODUCTS (ESTIMATED QTY: 183988MT) FROM BCPL LEPETKATA TO NORTH ZONE OF THE COUNTRY FOR A PERIOD OF 01 YEAR".

NAME OF BIDDER: _____

Note :

- 1) Bidders are required to read the tender conditions carefully and quote the rates strictly as per the above SOR and not to use any other format.
- 2) Rates per MT per Kilometer must be quoted by the bidder. The rates can be quoted upto two decimals only.
- 3) FULL FORM OF KMT – METRIC TON PER KILOMETER, FULL FORM OF MT – METRIC TON.

Name of authorized person submitting the tender on behalf of the Bidder :

Date:

Designation of authorized person:

Place:

Name of firm / Contractor:

Address of firm / Contractor: