



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

(भारतसरकारकाउपक्रम) / (A Government of India Enterprise)
प्रशासनिकभि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA
निला: नडब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM
नपिकोड- 786006 / PIN CODE: 786006
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

TENDER NO.:	BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 Dated 08.06.2021
TENDER DOCUMENT FOR:	HIRING OF SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER THROUGH PUBLIC LOTTERY SYSTEM

Bidder / Applicant "from the district of Dibrugarh Only" and "un-employed person" to submit online application form in the website of BCPL (<https://www.bcplonline.co.in/>).

TENDER FEE AMOUNT (NON-REFUNDABLE)	:	NIL
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Click the link <https://psu.shine.com/company/bcpv/> for Online Application or visit the website of BCPL i.e. <http://bcplonline.co.in/> (Online application for hiring of brand new vehicles for BCPL).

Contact Person:- SAMRAT DUTTA

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

Passport size
photo of
winner
(Self-
attached)

NAME: _____

Note: Signed copy of this tender document in original with self-attached passport size photo as prescribed above, to be submitted after lottery only by the winner & provisional winner of lottery on asked by BCPL.

Start date of application submission: 08.06.2021

Last date of application submission: 30.06.2021 (till 5 pm)

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 FOR "HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT."



CATEGORY & NUMBER OF VEHICLE(S) KEPT FOR LOTTERY

SL. No.	VEHICLE CATEGORY / MODEL	AC/ NON AC	DUTY HRS	QTY
a)	Maruti-Eeco	AC	24 (5 yrs)	01
b)	Honda City (ZX MT IVTEC)		12 (3 yrs)	01
TOTAL VEHICLES				02

*** ELIGIBLE APPLICANT:**

- 1) *Must be a permanent resident of Dibrugarh District.*
- 2) *Must be a local un-employed youth between the ages of 18-45 years on the date of submission of application.*

- Applicant *need not* to submit the hard copy of this tender document, online application form or any other document at BCPL office.
- One applicant can submit only one application.

HELP DESK:

Phone no. +91 6900182953

E-mail is bcplvehicle@bcplindia.co.in

For queries, Bidder / applicant may call in the phone number between 9 am to 5 pm only on working days. And e-mail query will be replied between 9 am to 5 pm only on working days.



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भाग – I

SECTION – I

INVITATION FOR BIDS [IFB]



SECTION – I
INVITATION FOR BID [IFB]

To,

Dt.08.06.2021

PROSPECTIVE BIDDERS / APPLICANTS

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Dear Sir/Madam,

- 1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidder / applicant for the subject tender, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

1	Tender Ref. no.	:	BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704																		
2	Service Description	:	Hiring the services of Ambulance Maruti-Eeco & Honda city (ZX MT IVTEC brand new vehicles ex-show room) for BCPL-Duliajan & BCPL-Lepetkata for a period of 05 & 03 years' respectively from local un-employed youth of Dibrugarh district.																		
3	Model of vehicle	:	<table><tr><th>SL. No.</th><th>VEHICLE TYPE</th><th>AC/ NON AC</th><th>DUTY HRS</th><th>QTY</th></tr><tr><td>a)</td><td>Maruti-Eeco</td><td rowspan="2">AC</td><td>24 (5 yrs)</td><td>1</td></tr><tr><td>b)</td><td>Honda City(zx MT IVTEC)</td><td>12 (3 yrs)</td><td>1</td></tr></table>					SL. No.	VEHICLE TYPE	AC/ NON AC	DUTY HRS	QTY	a)	Maruti-Eeco	AC	24 (5 yrs)	1	b)	Honda City(zx MT IVTEC)	12 (3 yrs)	1
SL. No.	VEHICLE TYPE	AC/ NON AC	DUTY HRS	QTY																	
a)	Maruti-Eeco	AC	24 (5 yrs)	1																	
b)	Honda City(zx MT IVTEC)		12 (3 yrs)	1																	
4	Number of application to be selected by lottery	:	08 nos. Out of which 02 nos. will be winner& rest 06 nos. under waiting list (provisional winner).																		
5	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	For Maruti Eeco: The contract shall be valid for a period of Five (05) Years and the same may be extended for further period of 15 months on the same terms & conditions. For Honda City: The contract shall be valid for a period of Three (03)																		

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 FOR "HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT."



			Years and the same may be extended for further period of 9 months on the same terms & conditions. However, the contract period shall be reckoned from the date of placement of vehicle at BCPL after issuance of LOI/LOA to the contractor. The vehicle shall be placed within 15 days from the date of 1st intimation by BCPL.
6	Tender Fee		NOT APPLICABLE
7	Start date of submission of application	÷	08.06.2021
8	End date of submission of application	÷	30.06.2021 up to 5 PM
9	Process for submission of on-line application	÷	Refer Section – II of this tender document
10	HELP DESK (If applicant / bidder need any clarification they may either call or e-mail)		Phone no. +91 6900182953 E-mail is bcplvehicle@bcplindia.co.in
11	Lottery Date & Venue		To be intimated / informed in BCPL website along with publication in Newspapers. However, due to ongoing COVID pandemic the lottery may conducted with limited visitors or as per Govt. guidelines.
12	Vehicle(s):	:	Brand new (Purchased & registered after issue of L.O.A.).
13	Payment terms:	:	Mentioned at clause no. 16 of SCC of this tender.
14	Validity of offer after lottery:	:	Will be valid for entire duration of contract.
15	GST:	:	GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
16	Number of application per applicant:	:	One application per applicant

3.0 Any bidder/applicant, who meets the criteria (as per application form) and wishes to apply against this tender, may read the complete tender document along with its amendment(s) (if any) from BCPL's website (<https://www.bcplonline.co.in>) and submit the online application form (by clicking <https://psu.shine.com/company/bcpv/> for Online Application or visit the website of BCPL i.e. <http://bcplonline.co.in/> (Online application for hiring of brand new vehicles for BCPL) before the end date of submission of bids. Any other mode of submission of application form will not be considered.

4.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.



- 5.0 Application have to submit the following documents after successful lottery draw for winner and panel under waiting list / provisional winner within 2 days of intimation :
- a) Complete set of Tender duly signed on each page.
 - b) Certificates/Supporting document of age proof as per the Section-II of tender document.
 - c) Proof of address document as per as per the Section-II of tender document.
 - d) Self-declaration of unemployment as per undertaking under F-6 of the tender document.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

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



भाग - II

SECTION-II

PROCESS FOR SUBMISSION OF ON-LINE BIDS & LOTTERY SYSTEM



PROCESS FOR SUBMISSION OF ON-LINE BIDS & LOTTERY SYSTEM

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

ELIGIBLE APPLICANT: 1) Must be a permanent resident of Dibrugarh District.
2) Must be a local un-employed youth.

- 3.1 The Tender document / RFQ (Request for quotation) along with application form for online-registration against the **RFQ NO. BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704** will be available in the website of BCPL (<https://www.bcplonline.co.in/>) and the same could be viewed by clicking the link https://psu.shine.com/company/bcpl_vehicle/
- 3.2 This is a “**No deviation Tender**” and the terms & condition laid down by BCPL in the tender document along with application form for online registration are fixed & firm.
- 3.3 Applicant/Bidder needs to read the terms & conditions including the SOR-Rates of the RFQ/tender document carefully and if agrees to accept the terms & condition of the RFQ/tender document, then can apply by filling the application form online.
- 3.4 **Preliminary requirement(s) for filing the ‘application form for registration’ online:**
- a) Keep scan copy (in.pdf) of any one of the document each for age proof & address proof:

<u>AGE PROOF:</u>	<u>ADDRESS PROOF</u> permanent resident of Dibrugarh District.:
a) Birth certificate issued by the District Office of Registrar of Births and Deaths, Municipal Authority or any other Competent Govt. Authority.	a) Voter identity card
b) Passport or driving license	b) Current electricity bill
c) 10 th Certificate issued by CBSE/ICSE/State Board.	c) Recently paid telephone bill (DOT-landline)
d) PAN Card	d) Current water bill
e) School certificate from the school last attended.	e) Permanent Resident Certificate (PRC), Certificate from Gaon Burah / Gaon Panchayat / CO / BDO / OBC association / DC.
	Note: Permanent Resident Certificate (PRC) stamped as “FOR EDUCATION



PURPOSE” by issuing authority shall not be acceptable.

- b) *Keep scan copy (in.pdf) of the PAN CARD (Self-certified) which is Mandatory.*
- c) *Keep scan copy (in.pdf) of GSTIN (Goods & Service Tax registration number), if available and if not available, then applicant (winner through lottery) to submit later on.*
- d) *Keep your banking details (Bank account number, IFSC code) ready which will be required for filling the above online form.*
- e) *Bidder should have valid e-mail id & mobile number.*
- 3.5 *After filling the online application format, a unique application number & 5 digit lottery number will be generated which will be the lottery ticket number and applicant are advised to keep the print out (snap shot) or note down correctly the Application & lottery number immediately for future reference/requirement.*
- 3.6 *BLANK*
- 3.7 *Applicant(s) who submit(s) more than one application(s), due to any reason, his/her all applications will be rejected out rightly.*
- 3.8 *All the shortlisted lottery ticket number(s) will be displayed in the website of BCPL against their name & PAN.*
- 3.9 *Further, all short listed applicant(s) shall be communicated individually through digital media provided in their application form(s) regarding the date & venue of ‘public lottery to be held’ against the above subject tender/RFQ and the notice for the same shall be hosted in the website of BCPL, BCPL Notice board & in newspapers for witnessing the public lottery.*
- 3.10 *As 02 (two) vehicles to be allotted through ‘public lottery system as per the procedure mentioned above’ to 02(two) individual qualified applicant(s)/bidders, therefore, for each vehicle, 1(one) qualified applicant/bidder (1st) shall be kept as winner & subsequent 3 (three) qualified applicants /bidders (2nd, 3rd& 4th) shall be kept as provisional winner (waiting list) in the sequence (i.e. 1st, 2nd, 3rd and 4th).*
- 3.11 *For a particular vehicle, 1 (one) qualified applicant/bidder (1st) will be kept as winner & subsequent 3 (three) qualified applicants/bidders (2nd, 3rd& 4th) will be kept as provisional winner (waiting list) as mentioned above. Therefore, for 02 vehicles, 02 (two) qualified applicants/bidders will be kept as winner & subsequent 06 (Six) qualified applicants/bidders (02 X 3) will be kept as provisional winner (waiting list).*



- 3.12 For 02 vehicles, 02 round of lottery [draw of lots by 'pick up' slip bearing the unique 5 (five) digit number) lottery number] will be held and for a single round, four slips will be picked up from the 'bucket/lottery tumbler' and the first 'picked up' slip will be the 1st winner, second 'picked up' slip will be 2nd provisional winner (Under 1st waiting list), third 'picked up' slip will be 3rd provisional winner (Under 2nd waiting list) & fourth 'picked up' slip will be 4th provisional winner (Under 3rd waiting list).
- 3.13 Applicant must bring photo-ID along with unique 5 (five) digit lottery number / Registration / Application number and PAN card for entry to lottery event.
- 3.14 Lottery will be conducted in the following sequence:
- Round 1: Maruti-Eeco (Ambulance-AC) (24 Hrs. duty)
 - Round 2: Honda City Honda City-AC, ZX MT I-VTEC (12 Hrs. duty)

VEHICLE CATAGORY	ROUND	1 st WINNER	2 nd	3 rd	4 th
			PROVISIONAL WINNER (UNDER WAITING LIST)		
Maruti-Eeco (Ambulance-AC) 24 Hrs. duty	1	1 st pick (of lottery)	2 nd pick (of lottery)	3 rd pick (of lottery)	4 th pick (of lottery)
Honda City Honda City-AC, ZX MT I-VTEC 12 Hrs. duty	2		1 st waiting list	2 nd waiting list	3 rd waiting list

- 3.15 If the applicant/bidder of 1st winner fails to 'submit the requisite document(s) and deploy the vehicle' as per provision of the 'RFQ/tender document/application form' after lottery, the 2nd provisional winner (Under waiting list) will be invited for 'submission of the requisite document(s) and deployment of the vehicle' & if 2nd provisional winner (Under waiting list) fails to 'submit the requisite document(s) and deploy the vehicle' as per 'RFQ/tender document/application form', then the 3rd provisional winner (Under waiting list) will be invited for 'submission of the requisite document(s) and deployment of the vehicle' & if the 3rd provisional winner (Under waiting list) fails to 'submit the requisite document(s) and deploy the vehicle' as per 'RFQ/tender document/application form', the 4th provisional winner (Under waiting list) will be invited for 'submission of the requisite document(s) and deployment of the vehicle'.
- 3.16 After the award of LOA to winners, if there is additional requirement of vehicle(s) in BCPL, Lepetkata the same will be hired from the waiting list of the particular



category of the vehicle following the sequence of the waiting list of the lottery event i.e., waiting list no. 1 will be called first waiting list no. 2 will be called second & waiting list no. 3 will be called third, however such requirement may be taken within 1 year from the date of lottery only.

3.17 Waiting list will be as per the round of vehicle(s) as mentioned at sl. no. 3.14 above only.

3.18 Number of 'winners including provisional winners' in the above public lottery system (pick up slips) shall be in toto 08 (Eight) Nos. and the contract for deployment of vehicles shall be awarded as per provision of RFQ/tender document and the process defined above.

4.0 REJECTION CRITERIA:

Applications will be rejected in the following cases (before as well as after Lottery, as applicable):

4.1 If application is not submitted through on line submission portal in BCPL website as mentioned in this RFQ. Application received at BCPL in manual mode shall be rejected.

4.2 Applicant(s) have to submit the following documents after successful lottery draw for winner and panel under waiting list / provisional winner within 5 days of intimation from BCPL:

- a) Complete set of RFQ/Tender document duly signed on each page.
- b) Certificate/Supporting document against proof of age and address.
- c) Self-declaration of un-employment as per Format, F-6 of the tender document.

4.3 If the age of the applicant is found to be below 18 years & above 45 years on the date of submission of application.

4.4 If the applicant happens to be a BCPL employee in service or dependent of any BCPL employee in service.

4.5 If the applicant happens to be an employee or dependent of any employee of any Government / Quasi Government / Public Sector Undertaking.

4.6 Application shall be received from individual only. If any application is found to be in the name of any firm / organization / enterprise / company, it shall be rejected.

4.7 In case, the declaration(s)/document(s) provided by any successful applicant in above public lottery system does not match with the documentary evidence provided in



support of qualification and regarding deployment of vehicle, such application(s) shall be rejected.

4.8 *Blank*

4.9 *If at any stage, it is found that an applicant has submitted more than 1 (one) application in his / her name against the tender, then all the applications submitted by such applicant(s) shall be rejected.*

4.10 *Application from any individual already having a running contract when the original contract (not extended) at BCPL and is valid for more then 01(One) year from the last date of submission of application against this RFQ/Tender shall not be considered.*

4.11 *BCPL reserves the right to reject any/all applications/bids without assigning any reasons whatsoever.*

CPBG: *The contract performance security shall be 3% 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.*



SCREEN SHOTS OF THE ONLINE APPLICATION FORM ARE SHOWN BELOW:

Go to the webpage of <https://psu.shine.com/company/bcpv/> and register you self with e-mail id & click on apply now:

Put your/applicant e-mail id, password and the verification code & click on login:

Helpline: 0373-2914801/659

About Us Latest Openings

Already Applied

Registered Applicant

Email:

Password:

Verification Code: What is 4 + 4?

Login

New User? Sign Up here

Forgot password

Latest Jobs

→ Online Registration for Lottery of Vehicle Contract

Hiring of Vehicle

1. Period of Deployment: 3 years/ 5 years.
2. Make and Model of Vehicle : As detailed in Schedule of Rate (SOR) in detailed NIT
3. Manufacturing year of the vehicle to be deployed: As detailed in Schedule of Rate (SOR) in detailed NIT

a. For 3 years ...

APPLICANT e-MAIL ID



Already Applied?

Registered Applicant

Email:

Password:

Verification Code: What is 7 + 6?

Login

This email id is not registered.

New User? Sign Up here

Forgot password

If it shows the message "this e-mail id is not registered", then click in new user? Sign up here

After clicking in [New User? Sign Up here] the following registration Form will appear which needs to be filled with the applicant details and click in sign up:

REGISTRATION FORM

Please provide the following details.
You will need this to Login to the portal.

Email ID*

Name*

Password*

Confirm Password*

Mobile*

Please enter What is 6 + 2?

Sign Up

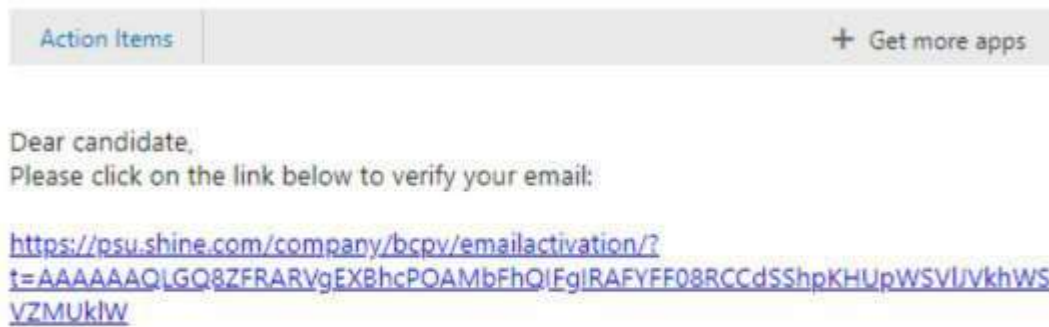
Email Verification

A verification link has been sent to . Please go to your mailbox and click on the link to verify your email. You would only be able to Login and Apply to jobs once you have successfully verified the email.

Okay



After clicking in the sign up a verification link will go to the applicant e-mail address (sample as under) for verification:



After clicking on the same the e-mail get verified and following screen will appear and by clicking on the Go to Homepage you will be directed to the application form:





Online Registration for Lottery of Vehicle Contract

Last Date to apply - 21st Jun, 2021

DESCRIPTION

Hiring of Vehicle

1. Period of Deployment: 3 years/ 5 years
2. Make and Model of Vehicle : As detailed in Schedule of Rate (SOR) in detailed NIT
3. Manufacturing year of the vehicle to be deployed: As detailed in Schedule of Rate (SOR) in detailed NIT
 - a. For 3 years/ 5 years duration contract bidder must provide Brand new vehicles and date of purchase and registration of vehicle must be after the date of LOI/LOA(Letter of Intent/Letter of Acceptance)
4. Duty Hours of Vehicle : 12 or 24 Hours as per SOR .
 - a. 2 Number for 3 years / 5 years Duration
 - b. Total 2 number of vehicle on "One-person-one-vehicle" basis

The quantity is purely indicative and BCPL may increase /decrease the quantity as per its requirement.

Last Date to apply - 21st Jun, 2021

[Apply Now](#)

[Apply Now](#)

Fill all the details & upload [address proof, age proof, PAN & GST (if available only)] of applicant as per the below application form:

Brahmaputra Cracker & Polymer Limited Helpline: 0373-2914921/850 [Sign Out](#)

[About Us](#) [Latest Openings](#) [My Applied Page](#)

APPLICATION FORM

Level Of Course / Post: Online Registration for Lottery of Vehicle Contract

Personal Details

Title*
उपाधि

Full Name of Applicant*
आवेदक का पूर्ण नाम

Father's/Husband Name*
पिता/पति का नाम

Gender*
लिंग

Date of Birth*
जन्म का तिथि

Age*
वयस

Permanent Address*

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 FOR "HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT."



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

City/ Districts Permanent*	
State Permanent*	
Pin Code Permanent*	
Correspondence Address* যোগাযোগন ঠিকানা	
Address Proof Type* ঠিকানার প্রমাণ	
Permanent Resident of Dibrugarh Districts.*	
Permanent Account Number* পারমানেন্ট একাউন্ট নম্বর	
GST No.* সেভা কর পঞ্জীয়ন	
Bank Name* ডাকোতার বেকের নাম	
Account No.* একাউন্ট নম্বর	
Confirm Account No.* একাউন্ট নম্বর নিশ্চিত করক	
IFSC Code* IFSC সূচকাক	
Email* ইমেইল	
Mobile No.* মোবাইল নম্বর	
Uploads	
Address proof type which ascertain the fact that the applicant hails from Dibrugarh Districts only. Kindly Upload same document which is indicated above. File size less than 500kb in JPG/JPEG/PDF format. Any of following voter identity card, current electricity bill, recent paid telephone bill(dot-landline), current water bill, permanent resident certificate(prc) except stamped as "for education purpose", certificate from gaon burah/ gaon panchayat/ co-bdo/ obc association/ dc.	Choose File BEC & Eval...hodology.pdf
Age Proof* Any of following birth certificate issued by district office of registrar of births & deaths, municipal authority or any other competent govt. authority, passport or driving license, 10th certificate issued by cbse/icse/state board, pan card, school certificate from the school last attended	Choose File Corrigendu...XURE_Z.pdf
PAN No.(Permanent Account Number)* UPLOAD self-attested PAN copy	Choose File Corrigendu...XURE_Z.pdf
Goods & Service Tax (GST) UPLOAD self-attested GSTIN copy	Choose File No file chosen

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 FOR "HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT."



☒ 1. The information furnished by me in this format and enclosures are true and I am solely responsible for accuracy of the same. In case, any information provided by me is found to be false, my application may be rejected & contract if any awarded to me would also be cancelled. BCPL shall be at liberty to initiate necessary action as deemed fit against me. মই এই আৰ্হি আৰু সলগ্নু নথিত ডাঙি ধৰা তথ্য সত্য আৰু মই তাৰ সত্যতাৰ বাবে সম্পূৰ্ণৰূপে দায়বদ্ধ। যদিহে মই দিয়া কোনো তথ্য মিছা বুলি প্রমাণিত হয় তেন্তে মোৰ আবেদন নাকচ কৰা হ'ব আৰু যদি যোক কোনো ঠিকা দিয়া হয় সেয়াও বাতিল কৰা হ'ব। মোৰ বিৰুদ্ধে উপযুক্ত ব্যৱস্থা গ্ৰহণ কৰিবলৈ বি.চি.পি.এল.ৰ অধিকাৰ থাকিব।

2. I hereby confirm my acceptance to all the rates, terms and conditions of the tender. মই ইয়াৰ দ্বাৰা নিবিদাৰ সকলো হাৰ, চৰ্ত আনি লোৱাটো নিশ্চিত কৰো।

3. I also undertake that I have not submitted any other application in my name against this tender. I further declare that I would produce original documents within 5 days of intimation by BCPL and failure to submit the same would result rejection of bid and consequences of the action taken by BCPL shall rest entirely upon me. মই ইয়াকো নিশ্চিত কৰো যে মই এই নিবিদাৰ বিপৰীতে অন্য কোনো আবেদন মোৰ নামত দাখিল কৰা নাই। মই তদুপৰি ঘোষণা কৰো যে মই বি.চি.পি.এল.ৰ জাননী প্ৰাপ্তিৰ দুদিনৰ ভিতৰত নথিপত্ৰ দাখিল কৰিম আৰু সেয়া দাখিল কৰিবলৈ অপাৰগ হ'লে তাক নাকচ হ'ব আৰু বি.চি.পি.এল.ে গ্ৰহণ কৰাৰ ব্যৱস্থাৰ পৰিণতি সামগ্ৰিকভাৱে মোৰ ক্ষেত্ৰতে হ'ব।

4. I am un-employed at the time of bidding. Any discrepancy found in my application will lead to cancellation of application. নিবিদা তয়মাৰ সময়ত মই নিবনুৱা। মোৰ আবেদন পত্ৰত কোনো অসংগ্ৰহ থাকিলে মোৰ আবেদন নাকচ কৰা হ'ব।

5. I hereby declare that in the event of non-availability of GST Number, I will submit the same within 30 days of LOI/LOA, if I am

After filling all the details may click on the check box and then Proceeds key / button the following application will appear with the details:



 Brahmaputra Cracker & Polymer Limited Helpline: 0370-2914601/660 [Sign Out](#)

[About Us](#) [Latest Openings](#) [My Applied Page](#)

APPLICATION FORM

Online Registration for Lottery of Vehicle Contract
Dibrugarh

* all fields are mandatory

Personal Details

Title
Full Name Of Applicant
Father's/Husband Name
Gender
Date Of Birth
Age
Permanent Address
City/ Districts Permanent
State Permanent
Pin Code Permanent
Correspondence Address
Address Proof Type
Permanent Resident Of Dibrugarh Districts
Permanent Account Number
Gst No.
Bank Name
Account No.
Confirm Account No.
Ifsc Code
Email
Mobile No.



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 3215212091986-
Corrigendum_No2_ANNEXURE_Z_681-
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Corrigendum_No2_ANNEXURE_Z_681-
age_proof.pdf

You will not be able to Edit the application form once you click on Submit. Proceed to Submit only once you check all the data

[Edit](#) [Submit](#)

If applicant wants to edit his/her applicant then edit it here only by clicking edit, submitting, editing cannot be made.

To download the registration slip click here

[Online Registration For Lottery Of Vehicle Contract](#)
Dibrugarh

Application Status: **Application submitted**

Payment Status: **Confirmed**

 Download Registration Slip



The following registration slip will generate:

Brahmaputra Cracker & Polymer Limited Dibrugarh REGISTRATION SLIP	
Application No:	3215312091988
Lottery Number:	10003
Name of the Post:	Online Registration for Lottery of Vehicle Contract
Application Date:	June 7, 2021
Personal Details	
Title:	
Full Name of Applicant:	
Father's/Husband Name:	
Gender:	
Date of Birth:	
Age:	
Permanent Address:	
City/ Districts Permanent:	
State Permanent:	
Pin Code Permanent:	
Address Proof Type:	
Permanent Account Number:	
GST No.:	
Bank Name:	
Account No.:	
Confirm Account No.:	
IFSC Code:	
Email:	
Mobile No.:	

Lottery will be done based on the Lottery no. which will be a 5 digit unique number.



भाग – III

SECTION-III

SPECIAL CONDITION OF CONTRACT (SCC)



SUBJECT: “HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS’ RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.”

AMBULANCE MARUTI-EECO

INTRODUCTION:

M/s Brahmaputra Cracker and Polymer Limited (BCPL), a Government of India Enterprise, promoted by GAIL (India) Limited with 70% equity participation of GAIL (India) Limited. The remaining 30% equity is shared equally among OIL India Limited (OIL), Numaligarh Refinery Limited (NRL) and Govt. of Assam.

The intending bidders /individual shall be deemed to have gone through the General Conditions of Contract along with other documents available with Tender Documents. Non-familiarity with site condition and unawareness of general conditions of contract will not be considered a ground either for extra claims or for not carrying out work in strict conformity with specifications/requirements

1.0 GENERAL

1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.

1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, Unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.

1.3 Wherever, it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

1.4 The intending bidder shall be deemed to have visited the site and understand the requirement of services. Non-familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

1.5 Bids of Enterprises/Firms/Joint Venture/Consortium are not acceptable:

1.6 The vehicles shall necessarily have TAXI PERMIT, VALID REGISTRATION, VALID POLLUTION CERTIFICATE AND VALID INSURANCE DOCUMENTS.

1.7 No sub-contracting shall be allowed without permission of the Company.



1.8 The Vehicles, taken on hire with the approval of the Engineer-in-Charge for regular duties under the contract shall not be changed replaced by the Contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-Charge or its Authorized Representative will be considered as final.

1.09 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.

2. GENERAL DEFINITIONS:

2.1 "BCPL" means Brahma Putra Cracker and Polymer Limited represented by its "Engineer-in-charge".

2.2 "AREA OF OPERATION OF HIRED VEHICLES" means the areas/places connected with activities of BCPL, defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

2.3 "CHARGES" means the charges (normal duty hours) of Vehicles per month with prescribed kilometres.

2.4 "CONTRACTOR" means the individual to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.

2.5 "CONTRACT" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.

2.6 "DAY" means day starting from 0000 hrs to 2400 hrs.

2.7 "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.

2.8 "HOUR" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

2.9 "MONTH" means a complete particular calendar month of the year.

2.10 "NIGHT HALT" means overnight stay of Vehicles at any place in any area beyond its designated reporting place.

2.11 "REPORTING PLACE OF VEHICLES" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.



2.12 "SCHEDULE OF RATES" rates to be filled / attached to these contracts.

2.13 "SEATING CAPACITY" means the number of passengers the vehicle can carry including the driver.

2.14 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacturer specified in Scope of Work for respective vehicle. Subject to acceptance by Engineer In-Charge.

2.15 **Vehicle:** As per the specifications given hereunder:

2.16 "**Ambulance**" **Maruti Eco Make** means contract carriage of a diesel driven light motor vehicle (manufacturer Maruti) Air Conditioned fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver.

3. PERIOD OF CONTRACT:

3.1 The contract will be valid initially for a period of 5 years, from the commencement date mentioned in LOI with the provision of time extension for further 12 months at the sole discretion of BCPL at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension. BCPL reserves the right to cancel the LOA, if contractor fails to enter an agreement within 30 days from the date of placement of LOI/Work Order.

3.2 If the vehicle is not placed even after 15 days from the date of intimation by EIC, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit (EMD)/ Security Deposit and other rights available under the contract.

3.3 The contract deemed to stand terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.

3.4 The deployment of the vehicles may differ and will be done as per the requirement of BCPL.

4. SCOPE OF WORK:

The scope of work shall be as detailed in Annexure-I.

5. OPERATIONAL NORMS & CONDITIONS

5.1 The Vehicles are required to report to sites/locations as per the direction of the Engineer in Charge and may be required to stay overnight on temporary duties.

5.2 The contractor shall be required to deploy the Vehicle confirming to the specifications with all requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.



5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty, the contractor shall immediately replace it by a suitable substitute vehicle within a period of FOUR hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company or **EIC give advice to finance department to pay the hiring charges direct to agency and recover the same amount from the RA bill of vehicle contractor in addition to deduction of day(s) payment.**

5.4 The Contactor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/ officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refuelling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.

5.5 In case the hired vehicle(s) is totally damaged due to an accident or breakdown from any reasons, the Contractor will provide alternate vehicle(s) of similar / matching type within " Forty Eight [48] hours" from the occurrence of the accident. In case of non-compliance, penalty will be imposed as stipulated in Clause No. 24.

5.6 It is expected that the vehicle should be self-driven by the contractor itself. However, holding of a valid Professional License for driving of passenger vehicle is a must. Holding of driving license Professional/ Private must be of minimum 2 (two) years old as on date of deployment of the vehicle.

Drivers of the Vehicles normally should not be changed during currency of contract. The Contractor shall ensure that **the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The Contractor shall withdraw such driver(s) from duty, who does not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc.** The Company's decision in this regard shall be final. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicle(s) shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as per the L.D. Clause No. 24 of tender (treated as absence from duty) shall be levied. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get his employees / workers examined through a Govt. doctor before deployment and produce doctor's certificate accordingly.

5.7 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fuelling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt charges as mentioned in SOR in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight. BCPL does not bind itself to provide any parking place and BCPL shall not be responsible for safety or security in relation to contractor's LMV/Staff/equipment or any other properties.



5.8 The contractor will be required to supply vehicles only conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract, in exceptional circumstances, the Company may however, accept a suitable substitute vehicle other than those as specified in the tender.

5.9 In case any Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute Vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in Clause 24.

For a day = Monthly Charges/30 days irrespective of any month.

5.10 The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor /Driver ignore the instructions, the Vehicle shall not be accepted and penalty as specified in clause no. 24 and Engineer-in-Charge shall initiate action for de-hiring/ cancellation of contract.

5.11 The Vehicle(s) on duty is/are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default/ non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.

5.12 The Contractor shall display a mark "ON BCPL DUTY" (In Hindi & English) on Vehicle at his cost for making the Vehicle conspicuously distinguishable from a distance. The Contractor shall not display Company 'LOGO' or any advertisement of his or other agency on the Vehicle(s) hired by the Company.

5.13 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for other than BCPL's duty. Violation of this condition shall attract a penalty as per L.D. clause 24.

5.14 The contractor shall ensure that the speedometer and other instruments / meters for driving and operating LMV safety devices etc., are in first class working conditions and in case of any defect developing or defects pointed out by BCPL authority / user, the contractor shall make all the necessary repairs and replacements promptly at his (contractor's) cost. The LMV having defective speedometers, if deployed for BCPL duty then the LMV shall remain idle at the risk and cost of the contractor and is liable to attract the L.D. as per L.D. Clause 24 (treated as absence from duty). In case the same is put to use for unavoidable circumstances then L.D. shall not be imposed / levied.

5.15 The contractor should be available for 24x7 over telephone and should be able to coordinate the movement of the vehicle. For proper coordination with the driver, the driver should also possess a mobile phone in working condition. The contractor shall also have to make regular/periodical visit to BCPL during currency of the contract.

5.16 Vehicle deployed for 12 hours shall be given (1) one day off in 2 months and vehicle deployed for 24 hours shall be given (1) day in 1 month for maintenance to keep the vehicle in good running condition. However Contractor has to provide suitable substitute/ replacement Vehicle during maintenance period failing which penalty will be imposed as per L.D. Clause No. 24.



5.17 In case of Vehicles hired from other sources by Contractor and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances he will not make any claim whatsoever to the Company.

5.18 Contractor must ensure providing coverage under Employees Compensation Act 2010 to the driver, for which Contractor should also take a suitable Employees Compensation Insurance Policy and submit a copy of the same to the Company.

5.19 Contractor is liable for coverage of drivers under EPF& MP Act. Further, the contractor is liable for generation of UAN No in respect of his engaged drivers.

5.20 Contractor is responsible to obtain labour license, (**if applicable**) under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Regional Labour Commissioner (Central), Ministry of Labour, and Govt. of India for the respective States.

5.21 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.

5.22 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Employees Compensation Act 2010; and, other relevant acts, rules and regulations notified from time to time.

5.23 Contractor shall ensure to engage persons only after getting their police verification done. The concerned documents in this regard need to be submitted to the EIC for record. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work, Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-charge for his employees, wherever required.

5.24 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.

5.25 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labour, welfare etc., is violated. Contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any applicable Act, rules & regulations thereunder.

5.26 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.

5.27 Vehicles shall not leave duty point for any purpose without the specific permission of the user.

5.28 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.



5.29 Vehicle provided may have Mobile Radio System to be installed by the Company in case of requirement and Contractor shall have no objection to that. Driver of the vehicle shall be sole responsible for safety and security of such system.

5.30 Duty hours and kilometre run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated parking area. Parking of the vehicle shall be at own risk cost and responsibility of the contractor. EIC may change the parking place and accordingly inform the contractor in case of requirement. No hire charges shall be paid to contractor for the kilometre run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.

5.31 Contractor's staff shall abide by the existing security and safety Rules /regulations/ precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.

5.32 The Company shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's' vehicles /property /drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.

5.33 It is expected that the Bidders have appraised themselves of the service conditions' under which the vehicles have to be used for the Company.

5.34 Contractor shall ensure that his drivers refrain from smoking while driving the Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.

5.35 Contractor(s)/driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.

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

5.37 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.

5.38 Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

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



5.40 Contractor shall take care of the health and accidental /Medical insurance of the driver deputed for this work.

5.42 The driver should be conversant with local language preferably having knowledge of Hindi & English.

5.43. The rates quoted per vehicle month shall include all charges such as Road Tax, Road Permit, Insurance, etc. in the states of Assam wherever applicable. However night halt charges shall be extra in case vehicle has to stay the night outside the district of normal reporting place.

5.44 Parking place under normal circumstances at BCPL Township, Barbaruah. For other location EIC of the contract will intimate the same to the contractor.

5.45 The drivers of the LMV should bring their lunch along with them while reporting for duty. In no case shall the drivers be allowed to go for lunch with the LMV. Violation of this clause attracts a penalty as per L.D. Clause 24 (treated as absence from duty). Any journey undertaken by the LMV for this will be on contractor's account and will not be payable.

5.45 Contractor to ensure payment of applicable Minimum wages of skilled category, Over Time wages, Outstation/Night Halt charges etc.to the driver including MoS (if any) or prevailing local conditions. The payment of monthly Salary / Wages to the Driver(s) must be made through Bank Transfer. The contractor must submit wage certificate(s) (declaration/s as per format provided by BCPL HR Dept. duly signed by both the contractor & Driver(s) along with RA bills of each subsequent month in support of payment of the wages to driver(s)

5.47 The Company reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' without prior permission except for the permissible monthly one day off for maintenance."

6.0 VEHICLE DOCUMENT:

6.1 The LMV should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The LMV must be equipped with valid documents i.e., Registration Book, Pollution Control Certificate, Insurance Certificate, Commercial/ Taxi Registration Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits / temporary road permits or parking fees etc., if any required during and for the duty with BCPL. The responsibility of any lapse in this regard shall be that of the contractors / owners exclusively. BCPL or its officers / employees shall in no way be responsible for any lapse / default of the owner / contractor and BCPL, its officers / employees shall be completely indemnified and kept harmless by the contractor against such default.

6.2. The contractor shall obtain necessary insurance policy covering all risks such as accidents, injuries, death likely to be caused to the workers or to the third person including loss to the properties of owner / BCPL or to some other agency.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:



7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central /State legislation's and orders, rules and regulation of Central /State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc" of whatsoever nature to the Company in this regard due to the non-fulfilment of the obligations and violation by the contractor.

7.2 Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules / regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, and Pollution at his own. It is the responsibility of Contractor to strictly follow the guidelines/notifications under Minimum wages Act 1948 /Payment of Wages Act 1936 in force and in case of failure to fulfil the same may be deducted from your monthly bills and make payment to employee/driver.

7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honour the various central /State/Local self-body laws/enactment in this respect.

7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any Act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract. Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act 1948" Payment of Wages Act 1936; Employees' Compensation Act 2010, ", "Employees Provident Fund Act and MP Rules 1952, or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract. Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

7.6 Contractor will be required to observe and fulfil all the obligations under various Enactments' applicable to the nature of job performed by him under the contract.

8. TAXES & DUTIES:

Contractor shall pay all the taxes corporate tax i.e. Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. Contractor should be registered under Service Tax Act or shall be required to take Service Tax Registration after award of Contract. Service tax shall be paid



extra at actual on presentation of deposition challan. In case Service Tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement! Deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Service Tax Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

9.1 Acceptance of a Vehicle in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver, by unauthorized officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in-Charge. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the Company and its decision shall be final and binding. Any certificate obtained or produced by Contractor stating the condition of the vehicles offered/placed at the service of the Company by any officer of Central or State Government Authority such as M. V .I. Etc. as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10. REQUIREMENT & PLACEMENT OF VEHICLE:

10.1 The Company shall have right to take on hire Vehicle in phased manner also, depending on the requirement.

11. LOG BOOK MAINTENANCE:

11.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

11.2 The contractor shall provide specified log book every month for each vehicle as prescribed by the EIC. Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of that particular vehicle. If the name and designation of the user/officer also the uses is not clearly identified, the payment for such journeys may not be admitted.

11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor.



11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

11.5 In case the Vehicles are used for private duty under order such use also is to be got recorded separately in the logbook.

12. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:

12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident /damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.

12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.

12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.

12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.

12.5 It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer -in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the Company's operations, provide substitute vehicle and submit a detailed report to the Engineer -in Charge or his authorized representative within 24 hrs for the record of the Company.

12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor.

13. INSURANCE:

13.1 Hired vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.



13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company will rest upon the contractor.

13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the Company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and cleaner, if so deployed with the vehicle.

14. RATE:

14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates enclosed.

14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers viz., salary as per labour regulations (including all taxes and parking fee, permits, repairs and maintenance, including the provisioning of the breakdown/maintenance reserve taxi etc.), whatsoever required for the specific performance of this contract excluding service tax. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services.

14.3 RATES FOR RUNNING KM, NIGHT HALTS ETC.:

Rates for Monthly Fixed Charges, Outstation /Night Halt Charges shall be FIRM for the vehicles for entire contract duration as mentioned in SOR.

15. ESCALATION / DE-ESCALATION:

15.1 The running KM charges (i.e. the rate against per KM run) shall be revised as per below mentioned formula on **increase/decrease** in cost of fuel **beyond 3%**.

$$\text{Revised Running Charge} = \frac{\text{Original Rate} \times \text{revised rate of Fuel}}{\text{Original rate of fuel}}$$

Rate of diesel @ 77.47Rs. per litre (as on 06.11.2020) has been considered for estimation of running KM charge.

Further, the Overtime Charges subject to change as and when the rate of Minimum Wages revised.

15.2 The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.



15.4 Contractor shall submit sufficient documentary evidence while claiming escalation / de-escalation of running KM charges.

15.5 The diesel rates prevailing at the place of deployment as detailed in Scope of work shall be indicated at the time of award of the contract and the same will be mentioned in the LOI / WO issued to the bidder. The same rates will be taken as the basis for calculating escalation / de-escalation.

16. BILLING AND PAYMENT:

16.1 The Company shall not be liable to make any other payment except the agreed Monthly Hiring Charges. The rates offered should include all the expenses on driver's viz., wages and statutory payments, uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break down maintenance/reserve vehicle etc. whatsoever required for the specific performance of this contract including service tax. BCPL shall not be liable to make any other payment except the agreed Monthly Fixed Charges only.

16.2 Contractor shall submit bills duly certified by designated officers of BCPL in respect of the service rendered by him on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks and copy of logbook signed by both Contractor as well as driver, need to be attached with the monthly R.A. bill for payment. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F & A.

16.3 Contractor is required to submit e-banking account .All payments will be made through e-banking or account payee cheque only.

16.4 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.

16.5 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.

16.6 No interest shall be payable on withheld amounts.

16.7 Recovery of Income Tax applicable as per Income Tax Act from the bills.

17. SECURITY DEPOSIT / BANK GUARANTEE:

17.1 The contractor shall furnish a total security deposit of 7.5% of annualized contract value. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favour of Brahmputra Cracker and Polymer Limited (BCPL) or Bank Guarantee in the prescribed Performa within 15 days from the date of LOI.

17.2 The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the Company.



17.3 The Company reserves the right to recover from the security deposit! Bank guarantees the balance amount, if any, which could not be recovered from the payments to the Contractor under any of the clause of this contract.

17.4 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.

17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or Performance guarantee furnished by the contractor.

17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.

17.7 The Security Deposit! Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.

17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposits is liable to be forfeited and Bank Guarantee is to be /invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

18. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:

18.1 Whenever any claim or claims for payment of sum or money arises out of or under the contract against the contractor BCPL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit, deposited by the contractor and for the purpose aforesaid BCPL shall be entitled to withhold the said security deposit and also have a lien over the same pending finalization or adjudication of any such claim.

18.2 In the event of the security being insufficient to cover the claimed amount or amounts. BCPL shall be entitled to withhold and have a lien to retain the extent of the such claimed amount or amounts referred to supra from any sum or sums found payable of which at any time thereafter may become payable to the contractor under this contract of any other contract with the BCPL pending finalization or adjudication of any such claims. Likewise, Bank guarantees furnished in lieu or security deposit, will be operated similarly.

18.3 It is an agreed term of this document that the amounts so withheld or retained under the lien referred to above by the BCPL till the claim arising out of or under the contract is determined by the BCPL or arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest of damages whatsoever on any account in respect of such withheld or retention under the lien referred to supra. When the contractor is a partnership firm or a limited company, the BCPL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in the individual capacity or otherwise.



18.4 Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the BCPL against any claim of the BCPL in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the BCPL.

18.5 It is an agreed term of the document that the sum of money so with-held or retained under this clause will be kept with-held or retained until the claim under any other contract is either mutually settled or determined by the BCPL or arbitrator or by the competent court as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or any other amount in respect under this clause and duly notified as such to the contractor.

19.0 SET OFF CLAUSE:

Any sum of money due and payable to the contractor, under this contract may be appropriated by the BCPL and set off against any claim by the BCPL against the contractor in respect of any transaction.

20.0 INCORPORATION CLAUSE:

BCPL can incorporate any condition, which is not envisaged herein at the time of agreement, which can be in the sole interest / advantageous to BCPL.

21.0 TERMINATION:

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

21.1 In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.

21.2. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation including submission of forged documents.

21.3 If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.

21.4 In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.

21.5 Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.

21.6 Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period as mentioned in LOI / WO unless extended.

22.0 FORCE MAJEURE



22.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

23.0 SPARK ARRESTOR

The contractor must provide CCE approved MS Spark arrestor with the vehicle and he has to submit CCE approval certificate to the Fire & Safety department for Movement inside the plant premises.

23.1 The contractor is advised to fix CAR TRACKING SYSTEM (GPS BASED) for proper monitoring of running KM of particular vehicle.

24. LIQUIDATED DAMAGES/PENALTY

24.1. If the LMV is not provided within the stipulated period i.e., delay in Mobilization an LD @ 0.5 % (zero point five percent) of contract value per complete week of delay or part thereof subject to max. of 5% (five percent) of total contract value.

24.2. The LMV shall remain in service for 12/24 hours. In case of break down without replacement or unauthorized absence / late from duty, compensation per day basis shall be levied as below:

- a) If the LMV / Driver is absent from the site without any information for more than 2 hrs a penalty @ Rs. 500/- will be deducted or the charges of another LMV / any other substitute vehicle hiring to perform 2 hrs. Company's job, whichever is higher, shall be recovered.
- b) If driver do not behave in a proper / disciplined manner and found under the influence of alcoholic drinks or any narcotics while on duty, a penalty @ Rs. 500/- will be deducted per default / occasion.
- c) If LMV / Driver are absent with prior permission of site-in-charge, only day charge will be deducted.
- d) In case the contractor fails to provide the desired LMV within the stipulated time and no further extension for the deployment of LMV has been sought by the contractor, then BCPL will be free to make necessary alternative arrangements for arranging another LMV at the risk and cost of Agency concerned till the desired LMV is deployed by contractor.
- e) In case of break down, accident or maintenance / servicing of LMV, the contractor will be required to supply the LMV confirming to the specifications of the tender on hire as and when ordered to do so by BCPL. In exceptional Circumstances (like break down, accident / repair & maintenance, / servicing of LMV) BCPL, may however accept LMV other than those as specified in the tender, subject to good condition.

The servicing of LMV will be allowed one day in month (non-working-day) on providing a substitute LMV of specific make & model but no extra payment whatsoever will be made for this purpose. The acceptance / rejection of serviceable LMV in place of the new LMV is entirely at the discretion of BCPL or its authorized user.



- g) If second driver is not made available with the Light Passenger Vehicles for duty then a sum of Rs.1000/- (Rupees Thousand only) per day for the number of days the driver is not available shall be deducted from the bills.
 - h) The LMV deployed for BCPL's Duty should not be used for other than BCPL's Duty. Violation of this condition shall attract a penalty Rs. 1000/- per occasion.
 - i) The driver / contractor shall not carry unauthorized passenger in the LMV. In case the same is detected the same shall attract a penalty Rs. 500/- per occasion.
 - j) If AC of vehicle is found in not working conditions, the penalty of Rs. 500/- will be imposed per day.
 - k) BCPL reserved the right to impose a reasonable penalty amount for any non-compliance or violation of terms and conditions of contract.
- 24.3. In case the Party fails to provide the specific LMV of desired model & make on award of contract and request BCPL for allowing some time to make necessary arrangement for providing of LMV of specific make & model, the agency may be required to provide substitute LMV which may be of model other than the specified but not make, purely on temporary basis. Acceptance of such LMV will be entirely at BCPL discretion.
- 24.4. The substitute arrangement will be allowed only for a short period but not more than a period of two months. During such period if the agency fails to provide LMV of specific make & model the work order shall be cancelled and the EMD of the contractor will be forfeited by BCPL. The decision of BCPL with regard to L.D. shall be final and binding on the contractor.

25.0 VALIDITY OF QUOTED RATES/PRICES

The 'quoted / accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible at a later date.

26.0 ENGINEER-IN-CHARGE [EIC]

26.1 "Jayanta Kr Baruah, Chief Manager (HR) will be the "Engineer-in-Charge [EIC]" for the work under this Contract.

26.2 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all works, which do not conform to the specifications.

26.3 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.

26.4 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

27.0 ADHERENCE TO SAFETY REGULATIONS

27.1 All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time.



Smoking inside the workplace premises is strictly prohibited. No Contractor's personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.

27.2 Contractor shall also ensure that all existing and amended Fire & Safety Rules / Policies of BCPL, Lepetkata, are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility and BCPL will be immured to all its consequences, whatsoever it may be.

27.3 BCPL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

27.4 BCPL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

ALL OTHER TERMS & CONDITIONS OF THE CONTRACT SHALL BE AS PER "GENERAL CONDITIONS OF CONTRACT [GCC]" {REFER "SECTION-III"}



HONDA CITY

INTRODUCTION:

M/s Brahma Putra Cracker and Polymer Limited (BCPL), a Government of India Enterprise, promoted by GAIL (India) Limited with 70% equity participation of GAIL (India) Limited. The remaining 30% equity is shared equally among OIL India Limited (OIL), Numaligarh Refinery Limited (NRL) and Govt. of Assam.

The intending bidders /individual shall be deemed to have gone through the General Conditions of Contract along with other documents available with Tender Documents. Non-familiarity with site condition and unawareness of general conditions of contract will not be considered a ground either for extra claims or for not carrying out work in strict conformity with specifications/requirements

1.0 GENERAL

1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.

1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, Unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.

1.3 Wherever, it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

1.4 The intending bidder shall be deemed to have visited the site and understand the requirement of services. Non-familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.

1.5 Bids of Enterprises/Firms/Joint Venture/Consortium are not acceptable:

1.6 The vehicles shall necessarily have TAXI PERMIT, VALID REGISTRATION, VALID POLLUTION CERTIFICATE AND VALID INSURANCE DOCUMENTS.

1.7 No sub-contracting shall be allowed without permission of the Company.

1.8 The Vehicles, taken on hire with the approval of the Engineer-in-Charge for regular duties under the contract shall not be changed replaced by the Contractor normally during currency of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-Charge or its Authorized Representative will be considered as final.



1.09 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.

2. GENERAL DEFINITIONS:

2.1 "BCPL" means Brahmaputra Cracker and Polymer Limited represented by its "Engineer-in-charge".

2.2 "**AREA OF OPERATION OF HIRED VEHICLES**" means the areas/places connected with activities of BCPL, defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.

2.3 "**CHARGES**" means the charges (normal duty hours) of Vehicles per month with prescribed kilometres.

2.4 "**CONTRACTOR**" means the individual to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.

2.5 "**CONTRACT**" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.

2.6 "**DAY**" means day starting from 0000 hrs to 2400 hrs.

2.7 "**DISTANCE**" means the distance by the shortest approachable route unless otherwise specified.

2.8 "**HOURLY**" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.

2.9 "**MONTH**" means a complete particular calendar month of the year.

2.10 "**NIGHT HALT**" means overnight stay of Vehicles at any place in any area beyond its designated reporting place.

2.11 "**REPORTING PLACE OF VEHICLES**" means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.

2.12 "**SCHEDULE OF RATES**" rates to be filled / attached to these contracts.

2.13 "**SEATING CAPACITY**" means the number of passengers the vehicle can carry including the driver.



2.14 "SUITABLE SUBSTITUTE" means similar Vehicle of equivalent or higher model not earlier than Year of Manufacturer specified in Scope of Work for respective vehicle. Subject to acceptance by Engineer In-Charge.

2.15 **Vehicle: As per the specifications given hereunder:**

2.16 "Honda City- ZX MT IVTEC" means contract carriage of a diesel driven light motor vehicle (manufacturer Honda) Air Conditioned fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven with seating Capacity of 7 including driver.

3. PERIOD OF CONTRACT:

3.1 The contract will be valid initially for a period of 3 years, from the commencement date mentioned in LOI with the provision of time extension for further 12 months at the sole discretion of BCPL at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension. BCPL reserves the right to cancel the LOA, if contractor fails to enter an agreement within 30 days from the date of placement of LOI/Work Order.

3.2 If the vehicle is not placed even after 15 days from the date of intimation by EIC, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit (EMD)/ Security Deposit and other rights available under the contract.

3.3 The contract deemed to stand terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.

3.4 The deployment of the vehicles may differ and will be done as per the requirement of BCPL.

4. SCOPE OF WORK:

The scope of work shall be as detailed in Annexure-II.

5. OPERATIONAL NORMS & CONDITIONS

5.1 The Vehicles are required to report to sites/locations as per the direction of the Engineer in Charge and may be required to stay overnight on temporary duties.

5.3 The contractor shall be required to deploy the Vehicle confirming to the specifications with all requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force.

5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty, the contractor shall immediately replace it by a suitable substitute vehicle within a period of FOUR hours or arrange satisfactory repairs. In case of failure of the contractor to



repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company or **EIC give advice to finance department to pay the hiring charges direct to agency and recover the same amount from the RA bill of vehicle contractor in addition to deduction of day(s) payment.**

5.4 The Contactor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/ officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refuelling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.

5.5 In case the hired vehicle(s) is totally damaged due to an accident or breakdown from any reasons, the Contractor will provide alternate vehicle(s) of similar / matching type within " Forty Eight [48] hours" from the occurrence of the accident. In case of non-compliance, penalty will be imposed as stipulated in Clause No. 24.

5.6 It is expected that the vehicle should be self-driven by the contractor itself. However, holding of a valid Professional License for driving of passenger vehicle is a must. Holding of driving license Professional/ Private must be of minimum 2 (two) years old as on date of deployment of the vehicle.

Drivers of the Vehicles normally should not be changed during currency of contract. The Contractor shall ensure that **the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The Contractor shall withdraw such driver(s) from duty, who does not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc.** The Company's decision in this regard shall be final. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicle(s) shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as per the L.D. Clause No. 24 of tender (treated as absence from duty) shall be levied. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get his employees / workers examined through a Govt. doctor before deployment and produce doctor's certificate accordingly.

5.7 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fuelling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt charges as mentioned in SOR in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight. BCPL does not bind itself to provide any parking place and BCPL shall not be responsible for safety or security in relation to contractor's LMV/Staff/equipment or any other properties.

5.8 The contractor will be required to supply vehicles only conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract, in exceptional circumstances, the Company may however, accept a suitable substitute vehicle other than those as specified in the tender.



5.9 In case any Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute Vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in Clause 24.

For a day = Monthly Charges/30 days irrespective of any month.

5.10 The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor /Driver ignore the instructions, the Vehicle shall not be accepted and penalty as specified in clause no. 24 and Engineer-in-Charge shall initiate action for de-hiring/ cancellation of contract.

5.11 The Vehicle(s) on duty is/are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default/ non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.

5.12 The Contractor shall display a mark "ON BCPL DUTY" (In Hindi & English) on Vehicle at his cost for making the Vehicle conspicuously distinguishable from a distance. The Contractor shall not display Company 'LOGO' or any advertisement of his or other agency on the Vehicle(s) hired by the Company.

5.13 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for other than BCPL's duty. Violation of this condition shall attract a penalty as per L.D. clause 24.

5.14 The contractor shall ensure that the speedometer and other instruments / meters for driving and operating LMV safety devices etc., are in first class working conditions and in case of any defect developing or defects pointed out by BCPL authority / user, the contractor shall make all the necessary repairs and replacements promptly at his (contractor's) cost. The LMV having defective speedometers, if deployed for BCPL duty then the LMV shall remain idle at the risk and cost of the contractor and is liable to attract the L.D. as per L.D. Clause 24 (treated as absence from duty). In case the same is put to use for unavoidable circumstances then L.D. shall not be imposed / levied.

5.15 The contractor should be available for 24x7 over telephone and should be able to coordinate the movement of the vehicle. For proper coordination with the driver, the driver should also possess a mobile phone in working condition. The contractor shall also have to make regular/periodical visit to BCPL during currency of the contract.

5.16 Vehicle deployed for 12 hours shall be given (1) one day off in 2 months and vehicle deployed for 24 hours shall be given (1) day in 1 month for maintenance to keep the vehicle in good running condition. However Contractor has to provide suitable substitute/ replacement Vehicle during maintenance period failing which penalty will be imposed as per L.D. Clause No. 24.

5.17 In case of Vehicles hired from other sources by Contractor and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances he will not make any claim whatsoever to the Company.



- 5.18 Contractor must ensure providing coverage under Employees Compensation Act 2010 to the driver, for which Contractor should also take a suitable Employees Compensation Insurance Policy and submit a copy of the same to the Company.
- 5.19 Contractor is liable for coverage of drivers under EPF& MP Act. Further, the contractor is liable for generation of UAN No in respect of his engaged drivers.
- 5.20 Contractor is responsible to obtain labour license, **(if applicable)** under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Regional Labour Commissioner (Central), Ministry of Labour, and Govt. of India for the respective States.
- 5.21 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 5.22 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Employees Compensation Act 2010; and, other relevant acts, rules and regulations notified from time to time.
- 5.23 Contractor shall ensure to engage persons only after getting their police verification done. The concerned documents in this regard need to be submitted to the EIC for record. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work, Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-charge for his employees, wherever required.
- 5.24 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.
- 5.25 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labour, welfare etc., is violated. Contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any applicable Act, rules & regulations thereunder.
- 5.26 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.
- 5.27 Vehicles shall not leave duty point for any purpose without the specific permission of the user.
- 5.28 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.
- 5.29 Vehicle provided may have Mobile Radio System to be installed by the Company in case of requirement and Contractor shall have no objection to that. Driver of the vehicle shall be sole responsible for safety and security of such system.



- 5.30 Duty hours and kilometre run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated parking area. Parking of the vehicle shall be at own risk cost and responsibility of the contractor. EIC may change the parking place and accordingly inform the contractor in case of requirement. No hire charges shall be paid to contractor for the kilometre run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.31 Contractor's staff shall abide by the existing security and safety Rules /regulations/ precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.
- 5.32 The Company shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's' vehicles /property /drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.
- 5.33 It is expected that the Bidders have apprised themselves of the service conditions' under which the vehicles have to be used for the Company.
- 5.34 Contractor shall ensure that his drivers refrain from smoking while driving the Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.
- 5.35 Contractor(s)/driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.
- 5.36 Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.37 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.38 Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.39 Contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 5.40 Contractor shall take care of the health and accidental /Medical insurance of the driver deputed for this work.



- 5.42 The driver should be conversant with local language preferably having knowledge of Hindi & English.
- 5.43. The rates quoted per vehicle month shall include all charges such as Road Tax, Road Permit, Insurance, etc. in the states of Assam wherever applicable. However night halt charges shall be extra in case vehicle has to stay the night outside the district of normal reporting place.
- 5.46 Parking place under normal circumstances at BCPL Township, Barbaruah. For other location EIC of the contract will intimate the same to the contractor.
- 5.45 The drivers of the LMV should bring their lunch along with them while reporting for duty. In no case shall the drivers be allowed to go for lunch with the LMV. Violation of this clause attracts a penalty as per L.D. Clause 24 (treated as absence from duty). Any journey undertaken by the LMV for this will be on contractor's account and will not be payable.
- 5.47 Contractor to ensure payment of applicable Minimum wages of skilled category, Over Time wages, Outstation/Night Halt charges etc. to the driver including MoS (if any) or prevailing local conditions. The payment of monthly Salary / Wages to the Driver(s) must be made through Bank Transfer. The contractor must submit wage certificate(s) (declaration/s as per format provided by BCPL HR Dept. duly signed by both the contractor & Driver(s) along with RA bills of each subsequent month in support of payment of the wages to driver(s)
- 5.47 The Company reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' without prior permission except for the permissible monthly one day off for maintenance."

6.0 VEHICLE DOCUMENT:

- 6.1 The LMV should be fit in all respects for operations in accordance with Motor Vehicle Act, the rules and the existing laws are applicable from time to time. The LMV must be equipped with valid documents i.e., Registration Book, Pollution Control Certificate, Insurance Certificate, Commercial/Taxi Registration Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contract. This shall include Annual permits / temporary road permits or parking fees etc., if any required during and for the duty with BCPL. The responsibility of any lapse in this regard shall be that of the contractors / owners exclusively. BCPL or its officers / employees shall in no way be responsible for any lapse / default of the owner / contractor and BCPL, its officers / employees shall be completely indemnified and kept harmless by the contractor against such default.
- 6.2. The contractor shall obtain necessary insurance policy covering all risks such as accidents, injuries, death likely to be caused to the workers or to the third person including loss to the properties of owner / BCPL or to some other agency.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

- 7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central /State legislation's and orders,



rules and regulation of Central /State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc" of whatsoever nature to the Company in this regard due to the non-fulfilment of the obligations and violation by the contractor.

7.2 Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules / regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, and Pollution at his own. It is the responsibility of Contractor to strictly follow the guidelines/notifications under Minimum wages Act 1948 /Payment of Wages Act 1936 in force and in case of failure to fulfil the same may be deducted from your monthly bills and make payment to employee/driver.

7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honour the various central /State/Local self-body laws/enactment in this respect.

7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any Act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract. Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act 1948" Payment of Wages Act 1936; Employees' Compensation Act 2010, ", "Employees Provident Fund Act and MP Rules 1952, or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract. Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

7.6 Contractor will be required to observe and fulfil all the obligations under various Enactments' applicable to the nature of job performed by him under the contract.

8. TAXES & DUTIES:

Contractor shall pay all the taxes corporate tax i.e. Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. Contractor should be registered under Service Tax Act or shall be required to take Service Tax Registration after award of Contract. Service tax shall be paid extra at actual on presentation of deposition challan. In case Service Tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement! Deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice,



a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

- (a) Name, Address & Service Tax Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

9.1 Acceptance of a Vehicle in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver, by unauthorized officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in-Charge. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the Company and its decision shall be final and binding. Any certificate obtained or produced by Contractor stating the condition of the vehicles offered/placed at the service of the Company by any officer of Central or State Government Authority such as M. V .I. Etc. as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10. REQUIREMENT & PLACEMENT OF VEHICLE:

10.1 The Company shall have right to take on hire Vehicle in phased manner also, depending on the requirement.

11. LOG BOOK MAINTENANCE:

11.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.

11.2 The contractor shall provide specified log book every month for each vehicle as prescribed by the EIC. Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of that particular vehicle. If the name and designation of the user/officer also the uses is not clearly identified, the payment for such journeys may not be admitted.

11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor.

11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled



immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

11.5 In case the Vehicles are used for private duty under order such use also is to be got recorded separately in the logbook.

12. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:

12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident /damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.

12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.

12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.

12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.

12.5 It is the responsibility of Contractor to inform the user of the vehicle as well as the Engineer -in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the Company's operations, provide substitute vehicle and submit a detailed report to the Engineer -in Charge or his authorized representative within 24 hrs for the record of the Company.

12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/ substitute is the responsibility of the contractor.

13. INSURANCE:

13.1 Hired vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.

13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the Company will rest upon the contractor.



13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the Company on the date of placement of vehicle. Contractor shall also be responsible for renewal of such insurance covers in time.

13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and cleaner, if so deployed with the vehicle.

14. RATE:

14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates enclosed.

14.2 The rates, offered should include all expenses fuel, oil, lubricants, establishment, all expenses on drivers viz., salary as per labour regulations (including all taxes and parking fee, permits, repairs and maintenance, including the provisioning of the breakdown/maintenance reserve taxi etc.), whatsoever required for the specific performance of this contract excluding service tax. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services.

14.3 RATES FOR RUNNING KM, NIGHT HALTS ETC.:

Rates for Monthly Fixed Charges, Outstation /Night Halt Charges shall be FIRM for the vehicles for entire contract duration as mentioned in SOR.

15. ESCALATION / DE-ESCALATION:

15.1 The running KM charges (i.e. the rate against per KM run) shall be revised as per below mentioned formula on **increase/decrease** in cost of fuel **beyond 3%**.

$$\text{Revised Running Charge} = \frac{\text{Original Rate} \times \text{revised rate of Fuel}}{\text{Original rate of fuel}}$$

Rate of diesel @ 71.16 Rs. per litre (as on 31/07/2018) has been considered for estimation of running KM charge.

Further, the Overtime Charges subject to change as and when the rate of Minimum Wages revised.

15.2 The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.

15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.

15.4 Contractor shall submit sufficient documentary evidence while claiming escalation / de-escalation of running KM charges.



15.5 The diesel rates prevailing at the place of deployment as detailed in Scope of work shall be indicated at the time of award of the contract and the same will be mentioned in the LOI / WO issued to the bidder. The same rates will be taken as the basis for calculating escalation / de-escalation.

16. BILLING AND PAYMENT:

16.1 The Company shall not be liable to make any other payment except the agreed Monthly Hiring Charges. The rates offered should include all the expenses on driver's viz., wages and statutory payments, uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break down maintenance/reserve vehicle etc. whatsoever required for the specific performance of this contract including service tax. BCPL shall not be liable to make any other payment except the agreed Monthly Fixed Charges only.

16.2 Contractor shall submit bills duly certified by designated officers of BCPL in respect of the service rendered by him on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks and copy of logbook signed by both Contractor as well as driver, need to be attached with the monthly R.A. bill for payment. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F & A.

16.3 Contractor is required to submit e-banking account .All payments will be made through e-banking or account payee cheque only.

16.4 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.

16.5 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.

16.6 No interest shall be payable on withheld amounts.

16.7 Recovery of Income Tax applicable as per Income Tax Act from the bills.

17. SECURITY DEPOSIT / BANK GUARANTEE:

17.1 The contractor shall furnish a total security deposit of 7.5% of annualized contract value. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favour of Brahmputra Cracker and Polymer Limited (BCPL) or Bank Guarantee in the prescribed Performa within 15 days from the date of LOI.

17.2 The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the Company.

17.3 The Company reserves the right to recover from the security deposit! Bank guarantees the balance amount, if any, which could not be recovered from the payments to the Contractor under any of the clause of this contract.



17.4 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.

17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or Performance guarantee furnished by the contractor.

17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.

17.7 The Security Deposit! Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.

17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposits is liable to be forfeited and Bank Guarantee is to be /invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

18. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:

18.1 Whenever any claim or claims for payment of sum or money arises out of or under the contract against the contractor BCPL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit, deposited by the contractor and for the purpose aforesaid BCPL shall be entitled to withhold the said security deposit and also have a lien over the same pending finalization or adjudication of any such claim.

18.2 In the event of the security being insufficient to cover the claimed amount or amounts. BCPL shall be entitled to withhold and have a lien to retain the extent of the such claimed amount or amounts referred to supra from any sum or sums found payable of which at any time thereafter may become payable to the contractor under this contract of any other contract with the BCPL pending finalization or adjudication of any such claims. Likewise, Bank guarantees furnished in lieu or security deposit, will be operated similarly.

18.3 It is an agreed term of this document that the amounts so withheld or retained under the lien referred to above by the BCPL till the claim arising out of or under the contract is determined by the BCPL or arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest of damages whatsoever on any account in respect of such withheld or retention under the lien referred to supra. When the contractor is a partnership firm or a limited company, the BCPL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in the individual capacity or otherwise.

18.4 Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the BCPL against any claim of the BCPL in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the BCPL.



18.5 It is an agreed term of the document that the sum of money so with-held or retained under this clause will be kept with-held or retained until the claim under any other contract is either mutually settled or determined by the BCPL or arbitrator or by the competent court as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or any other amount in respect under this clause and duly notified as such to the contractor.

19.0 SET OFF CLAUSE:

Any sum of money due and payable to the contractor, under this contract may be appropriated by the BCPL and set off against any claim by the BCPL against the contractor in respect of any transaction.

20.0 INCORPORATION CLAUSE:

BCPL can incorporate any condition, which is not envisaged herein at the time of agreement, which can be in the sole interest / advantageous to BCPL.

22.0 TERMINATION:

The Company may without prejudice to its rights against Contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

21.1 In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.

21.2. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by marking any misrepresentation including submission of forged documents.

21.7 If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.

21.8 In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.

21.9 Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.

21.10 Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period as mentioned in LOI / WO unless extended.

22.0 FORCE MAJEURE

22.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time the force majeure event continues. Such events are act of public enemy, civil commotion, sabotage, floods, explosions,



epidemics, or acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non-performance and/or delay in performance during such period.

23.0 SPARK ARRESTOR

The contractor must provide CCE approved MS Spark arrestor with the vehicle and he has to submit CCE approval certificate to the Fire & Safety department for Movement inside the plant premises.

23.1 The contractor is advised to fix CAR TRACKING SYSTEM (GPS BASED) for proper monitoring of running KM of particular vehicle.

24. LIQUIDATED DAMAGES/PENALTY

- 24.1. If the LMV is not provided within the stipulated period i.e., delay in Mobilization an LD @ 0.5 % (zero point five percent) of contract value per complete week of delay or part thereof subject to max. of 5% (five percent) of total contract value.
- 24.2. The LMV shall remain in service for 12/24 hours. In case of break down without replacement or unauthorized absence / late from duty, compensation per day basis shall be levied as below:
- a) If the LMV / Driver is absent from the site without any information for more than 2 hrs a penalty @ Rs. 500/- will be deducted or the charges of another LMV / any other substitute vehicle hiring to perform 2 hrs. Company's job, whichever is higher, shall be recovered.
 - b) If driver do not behave in a proper / disciplined manner and found under the influence of alcoholic drinks or any narcotics while on duty, a penalty @ Rs. 500/- will be deducted per default / occasion.
 - c) If LMV / Driver are absent with prior permission of site-in-charge, only day charge will be deducted.
 - d) In case the contractor fails to provide the desired LMV within the stipulated time and no further extension for the deployment of LMV has been sought by the contractor, then BCPL will be free to make necessary alternative arrangements for arranging another LMV at the risk and cost of Agency concerned till the desired LMV is deployed by contractor.
 - e) In case of break down, accident or maintenance / servicing of LMV, the contractor will be required to supply the LMV confirming to the specifications of the tender on hire as and when ordered to do so by BCPL. In exceptional Circumstances (like break down, accident / repair & maintenance, / servicing of LMV) BCPL, may however accept LMV other than those as specified in the tender, subject to good condition.
The servicing of LMV will be allowed one day in month (non-working-day) on providing a substitute LMV of specific make & model but no extra payment whatsoever will be made for this purpose. The acceptance / rejection of serviceable LMV in place of the new LMV is entirely at the discretion of BCPL or its authorized user.
 - g) If second driver is not made available with the Light Passenger Vehicles for duty then a sum of Rs.1000/- (Rupees Thousand only) per day for the number of days the driver is not available shall be deducted from the bills.



- h) The LMV deployed for BCPL's Duty should not be used for other than BCPL's Duty. Violation of this condition shall attract a penalty Rs. 1000/- per occasion.
 - i) The driver / contractor shall not carry unauthorized passenger in the LMV. In case the same is detected the same shall attract a penalty Rs. 500/- per occasion.
 - j) If AC of vehicle is found in not working conditions, the penalty of Rs. 500/- will be imposed per day.
 - k) BCPL reserved the right to impose a reasonable penalty amount for any non-compliance or violation of terms and conditions of contract.
- 24.3. In case the Party fails to provide the specific LMV of desired model & make on award of contract and request BCPL for allowing some time to make necessary arrangement for providing of LMV of specific make & model, the agency may be required to provide substitute LMV which may be of model other than the specified but not make, purely on temporary basis. Acceptance of such LMV will be entirely at BCPL discretion.
- 24.4. The substitute arrangement will be allowed only for a short period but not more than a period of two months. During such period if the agency fails to provide LMV of specific make & model the work order shall be cancelled and the EMD of the contractor will be forfeited by BCPL. The decision of BCPL with regard to L.D. shall be final and binding on the contractor.

25.0 VALIDITY OF QUOTED RATES/PRICES

The 'quoted / accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible at a later date.

26.0 ENGINEER-IN-CHARGE [EIC]

26.1 "Jayanta Kr Baruah, Chief Manager (HR) will be the "Engineer-in-Charge [EIC]" for the work under this Contract.

26.2 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all works, which do not conform to the specifications.

26.3 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.

26.4 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

27.0 ADHERENCE TO SAFETY REGULATIONS

27.1 All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the workplace premises is strictly prohibited. No Contractor's personnel are allowed to



possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.

27.2 Contractor shall also ensure that all existing and amended Fire & Safety Rules / Policies of BCPL, Lepetkata, are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility and BCPL will be immured to all its consequences, whatsoever it may be.

27.3 BCPL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

27.4 BCPL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

ALL OTHER TERMS & CONDITIONS OF THE CONTRACT SHALL BE AS PER "GENERAL CONDITIONS OF CONTRACT [GCC]" {REFER "SECTION-III"}



भाग – IV

SECTION-IV

SCOPE OF WORK (SOW) & SCHEDULE OF RATE (SOR)



SUBJECT: “HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS’ RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.”

Annexure-I

The scope of work under the Contract shall include, but not be limited to the following:

JOB: Hiring the services of **Maruti Eco Ambulance** for a period of 5 (five) years in Brahmaputra Cracker and Polymer Limited (BCPL) operational areas on 124 hours duty.

SCOPE OF WORK

- i) Brand new vehicles _____ for a period of 5 (five) years in Brahmaputra Cracker and Polymer Limited (BCPL) operational areas on 24 hours duty.

1. Deployment of Vehicles and area of operation:

Type of Vehicle Required	Duty Hours	Area of Operation	Initial place of deployment
Maruti Eco Ambulance	24HOURS	BCPL, Duliajan and other areas connected with BCPL activities in the state of Assam and North East states.	BCPL, Duliajan

- Award of contract to successful contractor will be awarded through Public Lottery System will not entitle him/them exclusive right to deploy the LMV on hire other than BCPL requirements.
- The LMV is required for all days (including holidays and Sundays) in a month.
- The LMV shall be required to stay beyond duty hours/place due to operational exigencies.
- The contractor shall provide following items other than the tools and kits in each vehicle during the period of contract.
 - 3- cell Torch along with cell
 - An umbrella
 - Road map of Assam state.
 - First Aid Kit & its refills.
 - Fire extinguisher.

Failure to provide above items will attract penalty as per clause 24 of SCC.

- The vehicles deployed must have necessary taxi permit for movement in States/ area of operation as specified above. In case, duties may require movement of vehicle(s) outside from specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which BCPL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof. The award of Contract(s) to the successful Bidder(s) will not entitle him the



exclusive right to supply the entire requirement of hired vehicles. BCPL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per BCPL's decision which cannot be challenged by the Bidder(s).

7. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
8. The vehicle to be parked at a designated place communicated by EIC and report at the designated place for pick-up of employees while on duty. However, the parking and place of reporting may be changed as instructed by EIC from time to time.
9. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Executive-in-Charge.
10. Vehicle deployed for "24 hours duty" should be manned with two driver on continuous basis. Violation of the same shall attract L.D. as per L.D. Clause 24.

Specification of Vehicles: The detailed specification of Vehicles shall be as per SOR.



SCHEDULE OF RATE (SOR)

JOB: Hiring the services of brand new vehicle for following category for a period of 5 (five) years in Brahmaputra Cracker and Polymer Limited (BCPL) operational areas on 24 hours duty.

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Sl. NO.	Description of vehicle category	No. of vehicles required	Duty Hours	Monthly Fixed Charges (in Rs.)	Running KM Charges (per KM)	Overtime Charges	Outstation Duty Charges. (per day)
		AC					
1	Maruti Eco Ambulance	1	24 hours	76523/-	5.94		400/-

Note:

- 1) Bidder must agree to the above SOR for the various categories of vehicles.
- 2) The above rates are inclusive of all taxes, duties, levies, GST.



Annexure-II

The scope of work under the Contract shall include, but not be limited to the following:

JOB: Hiring the services of **HONDA CITY** for a period of 3 (three) years in Brahmaputra Cracker and Polymer Limited (BCPL) operational areas on 12 hours duty.

SCOPE OF WORK

- ii) Brand new vehicles _____ for a period of 3 (three) years in Brahmaputra Cracker and Polymer Limited (BCPL) operational areas on 12 hours duty.

11. Deployment of Vehicles and area of operation:

Type of Vehicle Required	Duty Hours	Area of Operation	Initial place of deployment
HONDA CITYZX MT IVTEC	12 HOURS	BCPL, Lepetkata and other areas connected with BCPL activities in the state of Assam and North East states.	BCPL, Lepetkata

12. Award of contract to successful contractor will be awarded through Public Lottery System will not entitle him/them exclusive right to deploy the LMV on hire other than BCPL requirements.

13. The LMV is required for all days (including holidays and Sundays) in a month.

14. The LMV shall be required to stay beyond duty hours/place due to operational exigencies.

15. The contractor shall provide following items other than the tools and kits in each vehicle during the period of contract.

- f. 3- cell Torch along with cell
- g. An umbrella
- h. Road map of Assam state.
- i. First Aid Kit & its refills.
- j. Fire extinguisher.

Failure to provide above items will attract penalty as per clause 24 of SCC.

16. The vehicles deployed must have necessary taxi permit for movement in States/ area of operation as specified above. In case, duties may require movement of vehicle(s) outside from specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which BCPL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof. The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. BCPL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same



time, including the splitting of the present work amongst the responsive Bidder(s), as per BCPL's decision which cannot be challenged by the Bidder(s).

17. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicles should have valid Permit(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
18. The vehicle to be parked at a designated place communicated by EIC and report at the designated place for pick-up of employees while on duty. However, the parking and place of reporting may be changed as instructed by EIC from time to time.
19. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Executive-in-Charge.
20. Vehicle deployed for "12 hours duty" should be manned with one driver on continuous basis. Violation of the same shall attract L.D. as per L.D. Clause 24.

Specification of Vehicles: The detailed specification of Vehicles shall be as per SOR.



SCHEDULE OF RATE (SOR)

JOB: Hiring the services of brand new vehicle for following category for a period of 3 (three) years in Brahmaputra Cracker and Polymer Limited (BCPL) operational areas on 12 hours duty.

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Sl. NO.	Description of vehicle category	No. of vehicles required	Duty Hours	Monthly Fixed Charges (in Rs.)	Running KM Charges (per KM)	Outstation Duty Charges. (per day)
		AC				
1	HONDA CITY ZX MT IVTEC	1	12 hours	60438/-	7.48	400/-

Note:

- 1) Bidder must agree to the above SOR for the various categories of vehicles.
- 2) The above rates are inclusive of all taxes, duties, levies, GST.



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SECTION-IV

INSTRUCTION TO BIDDER (ITB)



SECTION-IV

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 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**~~

~~2.8 No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.~~

~~3 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"** [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS)] **NOT APPLICABLE FOR THIS TENDER**~~

~~4 **ONE BID PER BIDDER**~~

~~4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.~~

~~4.2 Alternative Bids shall not be considered. —~~

~~5 **COST OF BIDDING & TENDER FEE**~~

~~5.1 **COST OF BIDDING**~~



~~The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.~~

5.2 TENDER FEE

~~To be submitted through online mode at the time of submitting online application. Other mode of payment is not acceptable.~~

- ~~5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.~~
- ~~5.2.2 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.~~
- ~~5.2.3 In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.~~

6 SITE VISIT NOT APPLICABLE

[B] BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- ~~➤ Section I : Invitation for Bid [IFB]~~
- ~~➤ Section II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology~~
- ~~➤ Section III : Instructions to Bidders [ITB]
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— 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 : Schedule of Rates~~

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

- ~~7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the~~



Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

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

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

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 ~~Bids are invited under the Manual Two Bid system.~~ The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:



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

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

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

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

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



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

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

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

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

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

13.6.2 The bids will be evaluated based on total price including 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.

13.10 ~~ANTI-PROFITEERING CLAUSE:~~

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

~~13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award 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~~ :



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

- 16.1 ~~Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque' [in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form 4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.~~
- 16.2 ~~The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause 16.7"~~
- 16.3 ~~BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'~~
- 16.4 ~~Any Bid not secured in accordance with "ITB: Clause 16.1 & Clause 16.3" may be rejected by BCPL as non-responsive.~~
- 16.5 ~~Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.~~
- 16.6 ~~The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.~~
- 16.7 ~~Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:~~
- ~~(a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'~~
 - ~~(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice~~
 - ~~(c) If the Bidder modifies bids during the period of bid validity (after submission date).~~
 - ~~(d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.~~
 - ~~(e) In the case of a successful Bidder, if the Bidder fails to:~~
 - ~~(i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]";~~
 - ~~(ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause 38"~~
 - ~~(iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.~~
- 16.8 ~~In case Bid Security is in the form of 'Bank Guarantee' 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.~~

~~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 unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.~~

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

~~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 un-opened 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 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 dispatch 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 is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.~~

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



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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

~~29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-~~

- ~~(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;~~
- ~~(b) Has been properly signed;~~
- ~~(c) Is accompanied by the required 'Earnest Money / Bid Security';~~
- ~~(d) Is substantially responsive to the requirements of the Bidding Documents; and~~
- ~~(e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause 29.2"~~

~~29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-~~

- ~~a) "Deviation" is departure from the requirement specified in the tender documents.~~
- ~~b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.~~
- ~~c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.~~

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

- ~~a) If accepted would,~~
 - ~~i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.~~



- ii) ~~Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.~~
- b) ~~If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.~~

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

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

30 — CORRECTION OF ERRORS

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

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

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

31 — CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 — EVALUATION AND COMPARISON OF BIDS

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

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



34 — PURCHASE PREFERENCE

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

~~IF~~ — 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



8.1 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 shall be for an amount equal to 10% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section II of tender document 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 taxes and duties.~~

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

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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

39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/ www.bcplonline.com)

~~39.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES~~



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

~~The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmputra Cracker and Polymer Ltd, such decision of Brahmputra 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 the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.~~

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

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

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

- ~~a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.~~
- ~~b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit~~



- e) — In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

46 BILLING SYSTEM



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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

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

.....



Annexure-II

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 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
Authorized 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
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



FORMS & FORMAT



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LIST OF ENCLOSURES
F-3	NO DEVIATION CONFIRMATION
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	UNDERTAKING ON LETTERHEAD
F-7	E-BANKING FORMAT
F-8	PROFORMA FOR CONTRACT AGREEMENT



F-1

BIDDER'S / APPLICANT GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

1	Bidder / Applicant Name (With Contact Person Name & Details)	
2	Gender	
3	Date of Birth	
4	Permanent address	City: Police station District: State: PIN/ZIP:
5	Correspondance Address (if different from above)	City: Police station District: State: PIN/ZIP:
6	Telephone Number	Mobile: Landline:
7	E-mail address	
8	Fax Number: (If any)	

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 FOR "HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT."



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

9	Applicant Bank Name	
10	Branch	
11	Bank account number	
12	Bank account type	
13	PAN No.	[Enclose copy of PAN Card]
14	GSTIN	Please submit GST Registration Certificate

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Seal:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN & BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Dear Sir,

I am enclosing the following documents as part of the bid:

1. Complete set of NIT duly signed
2. Address proof document and Proof pertaining to the fact that applicant hails from Dibrugarh District only
3. Age proof document
4. GSTIN (if available or to be submitted within 30 days from the date of work order / LOA).
5. PAN Card
6. "Self-declaration" for being un-employed
7. "Self-declaration" that not more than one application has been submitted by the applicant
8. "Self-declaration" to confirm my acceptance to all the rates, terms and conditions of the tender document thoroughly.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Seal:



E-3

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN & BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

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:

Seal:



F-4

**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 Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: 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 Brahmputra 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 Brahmputra 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 _____ 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 alongwith documentary evidence.

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Please confirm the currency of quoted prices is in Indian Rupees.	
2.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document within 30 days from the issuance of LOA. Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
3.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
4.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
5.	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.	
6.	Confirm the 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.	
7.	All correspondence must be in ENGLISH language only.	
8.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
9.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704 FOR "HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT."



UNDERTAKING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Dear Sir

- 1) Under sign being an applicant confirmed 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".
- 2) Under sign being an applicant to the subject tender hereby confirmed that I Sh./Smt._____ a resident of Dibrugarh district
 - a) Is an un-employed by the law of land.
 - b) Has applied by only one application.
 - c) Have accepted all the rates, terms and conditions of the tender document in totally.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the
execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by



EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

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

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

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



disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
behalf of the EMPLOYER.

Signed and Delivered for and on behalf of
behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



भाग -VI

SECTION-VI

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.

(http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – VII

SECTION-VII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

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



- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 - 1986 [Part-II]	Leather Safety Boots & Shoes
557 - 1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Molding Sole
983 - 1978	Eye Protectors
167 - 1979	Ear Protectors
521 - 1983	Industrial Safety Belts & Harnesses



ANNEXURE-A

"SELF-DECLARATION" FOR BEING UN-EMPLOYED

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: (HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT)

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Dear Sir,

Under sign being an applicant to the subject tender hereby confirmed that I Sh./Smt. _____ a resident of Dibrugarh district is an un-employed by the law of land.

Place:
Date:

[Signature of Authorized Signatory of Applicant]
Name:



ANNEXURE-B

"SELF-DECLARATION" THAT NOT MORE THAN ONE APPLICATION HAS BEEN SUBMITTED BY THE APPLICANT

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: (HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN& BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT)

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Dear Sir,

Under sign being an applicant to the subject tender hereby confirmed that I Sh./Smt. _____ a resident of Dibrugarh district has applied by only one application. If more than one application will be found the same will not be considered & only the first application will be considered & other subsequent application will be rejected.

Place: [Signature of Authorized Signatory of Applicant]
Date: Name:



ANNEXURE-C

"SELF-DECLARATION" THAT IF FOUND TO BE PROVISIONAL WINNER THROUGH PUBLIC LOTTERY, APPLICANT WILL SUBMIT SEAL & SIGN COPY OF THE ENTIRE TENDER DOCUMENT WITHIN 5 WORKING DAYS FROM THE DATE OF INTIMATION BY BCPL.

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: (HIRING THE SERVICES OF AMBULANCE MARUTI-EECO & HONDA CITY (BRAND NEW VEHICLES EX-SHOW ROOM) FOR BCPL-DULIAJAN & BCPL-LEPETKATA FOR A PERIOD OF 05 & 03 YEARS' RESPECTIVELY FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT)

e-TENDER NO.: BCPL/C&P/DU21W003SD/LE21W004SD/01656-01704

Dear Sir,

Under sign being an applicant to the subject tender hereby confirmed that I Sh./Smt. _____ a resident of Dibrugarh district will submit the seal & sign copy of the entire tender document within 5 working days from the date of intimation by BCPL.

Place:
Date:

[Signature of Authorized Signatory of Applicant]
Name: