



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: डब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM
पिकोड- 786006 / PIN CODE: 786006
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636
ई-निनिदासंख्या / e-TENDER NO:

BCPL/C&P/CO18W225SD/1006-1021

Dated 15.03.2019

ई-निनिदादस्ताेज / e-TENDER DOCUMENT FOR

“HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.”

LIMITED DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	29.03.2019 at 14:30 Hrs
Tender Opening Date & Time	:	30.03.2019 at 15:00 Hrs
Pre-Bid Meeting Date & Time	:	19.03.2019 at 15:00 Hrs

EMD Amount	:	PART-A(GUWAHATI): Rs. 40,000.00 PART-B(NOIDA): Rs. 50,000.00
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Contact Person: - SAMRAT DUTTA

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

- Bidder has the option to quote either Part A or Part-B or both the Parts (A & B), if bidder quotes for both the parts (A&B) EMD to be submitted cumulatively.*



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



e-TENDER NO:BCPL/C&P/CO18W225SD/1006-1021 FOR “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.”

FAQ

[QUESTIONS AND ANSWERS]

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

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

NOTE

Firm registered as Micro or Small Enterprise and submits bid as a MANUFACTURER OF TENDERED ITEM is only entitled for MSE Benefits under Public Procurement Policy'2012.

Note: Traders/Dealers/Distributors/Stockiest/Wholesaler are not entitled for MSE Benefits under Public Procurement Policy'2012.



TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB] AND NIT
SECTION-II	BID EVALUATION CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY
SECTION-III	INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
SECTION-IV	GENERAL CONDITIONS OF CONTRACT [GCC]
SECTION-V	SPECIAL CONDITIONS OF CONTRACT [SCC]
SECTION-VI	SCOPE OF WORK [SOW]
SECTION-VII	HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS
SECTION-VIII	SCHEDULE OF RATES [SOR]



भाग - I

SECTION – I

INVITATION FOR BIDS [IFB]



SECTION – I
INVITATION FOR BID [IFB]

To,

Dt. 15.03.2019

PROSPECTIVE BIDDERS

SUB: “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.”

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	PART-A: The contract will be valid for a period of 36 months and further may be extended for a period of 09 months. PART-B: The contract will be valid for a period of 24 months and further may be extended for a period of 06 months.
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	PART-A(GUWAHATI): Rs. 40,000.00 PART-B(NOIDA): Rs. 50,000.00
IV	BID DUE DATE & TIME	:	29.03.2019up to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	30.03.2019at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding Through e-Mode(Under Two BidSystem Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt.Website: https://eprocure.gov.in (NIC-CPP Portal)

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY”



IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	19.03.2019at 15:00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.:Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN E-TENDER (Pg. No. : from 60 to 69)**. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected. – **NOT APPLICABLE**
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document alongwith its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <https://eprocure.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.



10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.

11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **19.03.2019** at **15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact MANAGER (C&P) Phone No. 07896760769 ; Email ID: sdutta@bcplindia.co.in.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

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



भाग - II

SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder shall have experience of having executed at least a **single order/contract/LOA/agreement** of “**providing Vehicles**” to any Govt. / Semi Govt. /PSU / MNC/ Public Ltd. Company/ Pvt. Ltd. Company of **minimum value of work as mentioned in Table-1 below**, in previous seven (7) years prior to the due date of bid submission.

In Addition to above:

1.1.2 The bidder must **own at minimum no. of vehicles against the tender as mentioned in Table-1 below**, as on due date of bid submission.

The above vehicles shall be having taxi permit and should be registered in the name of firm/ bidder in case of proprietorship / partnership concern and in the name of the firm/ company for other than proprietorship / partnership concern.

1.1.3 Bidder must possess a valid registration under “The Motor Transport Worker Act 1961” (wherever applicable). This Act is applicable on motor employing five or more motor transport workers, as per Section-1 of “The Motor Transport Worker Act 1961”.

Table-1

Parts	Minimum qualifying value of work Required in a single order / Contract. [BEC-1.1.1] (Rs.)	Required Minimum Quantity of Vehicles in Own Name [BEC-1.1.2] (NUMBER)
PART: A (For Guwahati office)	3.39 Lakh	02 [TWO]
PART: B (For Noida office)	6.56 Lakh	02 [TWO]
PART: A & B (For Guwahati office & Noida office)	9.95 Lakh	02 [TWO]

Note:

- a) In case bidder(s) quotes for **more than one (01) Part(s)** (or both the parts), the requirement of minimum qualifying VALUE completed/executed in One Single order/contract will be on cumulative basis & Required of minimum quantity of vehicles will be 02 nos. (as shown in Table 1) and in such case the Bidder is required to submit EMD on cumulative basis.



- b) **'Executed' as mentioned in sl. no. 1.1.1above, means fully executed or completed.**
- c) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- d) **Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.**

1.1.4Relaxed Norms for Startups in prior experience criteria:

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

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce&Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

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

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

1.2 BEC-Financial (as a single bidder): NOT APPLICABLE.
1.3

BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly self-authenticated/ self-attested].
1.1	<u>Technical Experience Criteria – Document</u>	
1.1.1	Experience against of order/contract/LOA.	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed for similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous



BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly self-authenticated/ self-attested].
		seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.
1.1.2	The vehicles shall be having taxi permit and should be registered in the name of firm/ bidder in case of proprietorship / partnership concern and in the name of the firm/ company for other than proprietorship / partnership concern.	(a) Valid Registration Certificate of Vehicle for ownership proof issued by RTO. (b) Valid Vehicle Taxi Permit issued by RTO. (c) Valid Vehicle Fitness Certificate issued by RTO. (d) Valid Insurance Policy issued by the Underwriter.
1.1.3	Valid registration under "The Motor Transport Worker Act 1961".	A copy of Certificate of Registration under "The Motor Transport Worker Act 1961" issued by concerned authorities.
1.1.4	Experience against Startup Company.	Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not



BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly self-authenticated/ self-attested].
		being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.
1.2	<u>Financial Experience Criteria- Document: NOT APPLICABLE.</u>	

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- (iii) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl no.1.1.1, then the quantity of such qualifying work [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- (iv) **Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.**
- (v) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.**

2.0 BIDS EVALUATION METHODOLOGY, WORK DISTRIBUTION AND AWARD CRITERIA:

BIDS EVALUATION METHODOLOGY:



- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to “ITB: Clause-29”.
- 2.2 The Evaluation of all Techno-commercially qualified bids shall be done on Part wise basis (i.e, Part - A & B separately)L1 basis against the Total quoted price excluding GST.
- 2.3 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity. [However, EIC’s of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]
- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year, **2017-18**.
- 2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).
- 2.6 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **2017-18 duly certified by Chartered accountant**.
- 2.7 Startups are exempted from submission of **EMD**.
- 2.8 **CPBG: The following CPBG clause shall be incorporated in tender document,**
- 2.8.1 The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.
- OR
- 2.8.2 The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD



and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.

2.9 PPP Policy 2012:

Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band of L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on). In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price.



भाग - III

SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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



SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER



29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF PRICE BIDS
[PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL
ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT
AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC
ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. **BILLING SYSTEM**
47. **TRANSPARENCY**
48. **SALE OF BID DOCUMENTS**
49. **SUBLETTING & ASSIGNMENT**
50. **Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor**

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS



SECTION-III
INSTRUCTIONS TO BIDDERS [ITB]

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)
[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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



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

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

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

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

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]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : 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 e-Mode Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

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

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

11.1.2 ENVELOPE-II: Price Bid

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



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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.



12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.7 **Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.**

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

13.1 Bidders are required to submit copy of the **GST** Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

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

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



essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

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

17 PRE-BID MEETING (IF APPLICABLE)

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

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for 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 unopened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDER:

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.

24.1.2 FOR MANUAL BIDDING

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



- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of 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 cenvatcredit 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 takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/ www.bcplonline.com)



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

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

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

40 **PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

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

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

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

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



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

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UdyogAadhaar 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 the shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

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

41 **AHR ITEMS**

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

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

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

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



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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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

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



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

46 BILLING SYSTEM



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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(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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Annexure-I

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

A Definitions:

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.



- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the sametender/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.

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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.

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

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Annexure-1

**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 - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks



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



ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:



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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.



3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

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

Digital Signatures can be obtained using following steps:

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

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

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

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



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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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



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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

In case any prospective bidder is interested to get awareness on e-tender details BCPL representative shall arrange demonstration if possible for interested bidders, however, the same details is already available in tender Ready Reckoner in BCPL website.

10. Submission of documents:

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

11. Last date for submission of bids:

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



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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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

18. IT Resources:

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

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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



The screenshot displays the Central Public Procurement Portal (eProcurement) interface. On the left, there are navigation links for 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', 'Tenders in Archive', and 'Tenders Status'. The main content area shows a table of tenders with columns for Tender Title, Reference No., Closing Date, and Bid Opening Date. A blue arrow points from the 'Tenders by Organisation' filter on the left to the 'Tenders by Organisation' button on the right. The right side of the page features five buttons: 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', 'Tenders in Archive', and 'Tenders Status'.

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



21. Check list / Quick View Summary:

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

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



The screenshot displays the Central Public Procurement Portal (eProcurement) interface. The header includes the Government of India logo and the portal name. The main content area is divided into sections for 'Latest Tenders' and 'Latest Corrigendums'. The 'Latest Tenders' section lists various tenders with details like Reference No, Closing Date, and Bid Opening Date. The 'Latest Corrigendums' section lists amendments to existing tenders. On the right side, there is a 'User Login' section with fields for Login ID and Password, and a 'Tender Search' section with a search bar and filters. A sidebar on the right contains navigation links for 'Help For Contractors', 'Information About DSC', 'FAQ', 'Feedback', and 'Bidders Manual Kit'. A blue arrow points to the 'Feedback' link.

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

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

In FAQ user will get various FAQ related to:

- a) GENERAL Q&A about e-procurement.
- b) On line enrolment Q&A
- c) Password related Q&A
- d) DSC related Q&A
- e) Tender related Q&A
- f) Security related Q&A
- g) Foreign bidder related Q&A
- h) User account related Q&A

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

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

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

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



[BoQ_Help_Bidder_ItemWise_Tax.pdf](#)

[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

Phone : 6900182953 (only for e-tender queries)
Mobile : 8811017320 (only for e-tender queries)
Email: etender@bcplindia.co.in

HELP DESK (NIC)

Phone : 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-tender queries)
Mobile : 8826246593
Email : cphp-nic@nic.in



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ E-TENDER NO is : E-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.” e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☐
APPLICABLE	☐				
NOT APPLICABLE	☐				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. SAMRAT DUTTA, MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in ;				
C. PREPARATION OF BIDS					

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY”



ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be THREE MONTHS from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The e-TENDER NO. of this bidding process is: BCPL/C&P/CO18W225SD/1006-1021
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. SAMRAT DUTTA, MANAGER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: sdutta@bcplindia.co.in ;
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no.



03732914636.Email id: sdutta@bcplindia.co.in;

Date: 30.03.2019

Time: 15:00 Hrs.

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☒ YES				

F. AWARD OF CONTRACT

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



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



FORMS & FORMAT



LIST OF FORMS & FORMAT

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



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

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

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



	[Mobile & Landline]	
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
24	Start-up?	Yes/ No

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.”

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir,

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

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

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

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

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

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



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-9

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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" 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 OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

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



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name and address.	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST.	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	-----%
c	IGST	-----%
d	Cess (if any)	-----%
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm 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.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir,

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

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

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

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

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

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.”

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-13

BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



CHECK LIST

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

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

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



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	PART-A: Rs. 40,000.00 PART-B: Rs. 50,000.00	YES	NO
	QUOTED FOR	PART-A / PART-B / PART-A & B		
A	DD	DD No. _____ dated For Rs. _____	YES	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against execution of order/contract/LOA. (As Stipulated in BEC 1.1.1)</i>	SUBMITTED	YES	NO
4.	<i>The vehicles shall be having taxi permit and should be registered in the name of firm/ bidder in case of proprietorship / partnership concern and in the name of the firm/ company for other than proprietorship / partnership concern. (As Stipulated in BEC 1.1.2)</i>	(a)Valid Registration Certificate of Vehicle for ownership proof issued by RTO. (b) Valid Vehicle Taxi Permit issued by RTO. (c) Valid Vehicle Fitness Certificate issued by RTO. (d) Valid Insurance Policy issued by the Underwriter.	YES	NO
5.	Valid registration under "The Motor Transport Worker Act 1961". (As Stipulated in BEC 1.1.3)	<i>A copy of Certificate of Registration under "The Motor Transport Worker Act 1961" issued by concerned authorities.</i>	YES	NO
6.	<i>Experience against Startup Company. (As Stipulated in BEC 1.1.4)</i>	SUBMITTED	YES	NO
A	ORDER COPY	SUBMITTED	YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	SUBMITTED	YES	NO
7.	FINANCIAL CRITERIA AS STIPULATED IN BEC (NOT APPLICABLE IN THIS TENDER)			
8.	Successful bidder shall have to submit Security Deposit (SD)/Contract Performance Security @10%of Annualized Contract Value excluding GST (valid up to 3 months beyond the contract period).		YES	NO
9.	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONGWITH UNPRICED BID.	YES	NO



10.	SOR (BLANK without price) MENTIONING WORD “NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]” IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UNPRICED BID.	YES	NO
11.	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO

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

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

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



THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc	 _____ _____ _____ _____ _____ _____
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	



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

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

D	4 th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value	
D5		Period of Contract/ Order	

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR “HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY”



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D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		
----	--	--	--	---



THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC
NOT APPLICABLE

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

NB:

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

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2017-2018, 2016-2017 & 2015-2016 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2017-2018 FY: 2016-2017 FY: 2015-2016	Yes / No Yes / No Yes / No	



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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder’s working capital is inadequate as per applicability of relevant clause of BEC In case Bidder’s working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder’s bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2017-2018. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



F-15

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

NOT APPLICABLE

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

NOT APPLICABLE

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

A. ANNUAL TURNOVER * OF LAST 3 YEARS:

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

B. NETWORTH * AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL * FOR LAST AUDITED FINANCIAL STATEMENT :

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

Name of Audit Firm:

Chartered Accountant/CPA

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership no.

Instructions:

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



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING THE SERVICES OF TRUCKS & HYDRA ON CALL BASIS AT GDU-DULIAJAN (BCPL SITE) FOR A PERIOD OF 02 YEARS."

e-TENDER NO.: BCPL/C&P/CO18W225SD/1006-1021

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



भाग – IV

SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



भाग - V

SECTION - V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SPECIAL CONDITIONS OF CONTRACT [SCC] [FOR PART-A] – GUWAHATI OFFICE

INTRODUCTION:

M/s Brahmaputra Cracker and Polymer Limited (BCPL), a Government of India Enterprise, promoted by BCPL (India) Limited with 70% equity participation is implementing Rs. 8779 Crore integrated Petrochemical Complex at Lepetkata, District Dibrugarh, Assam. The remaining 30% equity is shared equally among OIL India Limited (OIL), Numaligarh Refinery Limited (NRL) and Govt. of Assam.

The intending bidders 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. 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 Joint Venture/Consortium not acceptable:

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



1.7 During the period of the contract, BCPL can increase/decrease the number of vehicles on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.

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

1.9 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.

1.10 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 "Officer-in-charge".

2.2 "**AREA OF OPERATION OF HIRED VEHICLES**" means the areas/places Connected with activities of BCPL Limited 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 any proprietorship/ partnership [Inn or company 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 b): 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 "**HOURL**" 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 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/places.

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 Vehicles can carry including the driver.

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

2.15 **"PRO-RATA HOUR RATE"** means a rate arrived at by the following formula

$$\begin{aligned}\text{For 24 hrs duty} &= \frac{\text{Monthly charges}}{30 \times 24 \text{ hrs}} \\ \text{For 12 hrs duty} &= \frac{\text{Monthly charges}}{30 \times 12 \text{ hrs}}\end{aligned}$$

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

2.17 **"Maruti Swift Dzire" (A/C), Diesel "** means contract carriage of a diesel driven light motor vehicle (manufacturer Maruti Suzuki Limited) 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 5 including driver.

3. PERIOD OF CONTRACT:

3.1 The contract will be valid initially for a period of 36 months / period mentioned in the SOR (the contract period 36 months), from the commencement date mentioned in LOI with the provision of time extension for further 9 (Nine months) at the sole discretion of Engineer -in Charge 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 work order if contractor fails to enter an agreement within 30 days from the date of placement of LOI/Work Order.



- 3.2 Vehicles are to be provided initially within 15 days, from the date of order (LOI). The order will be placed for intended number & type of vehicles after evaluation of bidder, however the placement of the specific type of vehicles will be based on work requirement and Contractor has to place the vehicles within 15 days from date of intimation from Brahmputra Cracker & Polymer Limited during contract duration.
- 3.3 In case, contractor fails to place the prescribed vehicle within 15 days from the date of intimation by EIC, grace period of 15 more days shall be allowed for which penalty shall be imposed & as shown here under :-

DELAY PERIOD

PER DAY/ PER VEHICLE

Beyond 16th till 30th day

Rs. 1000/- per day/ vehicle

- 3.4 If the vehicle is not placed even after 30th day from the date of information by EIC, then the contract may be cancelled without prejudice to Brahmputra Cracker & Polymer Limited's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, Brahmputra Cracker and Polymer Limited reserves its right to terminate the contract at anytime by giving 30 days notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof and shall not be allowed to move for arbitration for any such termination.

4. SCOPE OF WORK:

As per Scope of Work.

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 Vehicles 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 two 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 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 " Seventy Two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty will be imposed as stipulated in Clause No. 24.
- 5.6 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.
- 5.7 Contractor shall provide a pair of uniforms of 'light grey color', stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs. 200.00 per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the contractor in this regard.
- 5.8 In case of air conditioned vehicles, a penalty @Rs. 500.00 per day per vehicle shall be levied, if the AC is not working.
- 5.9 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 "outstation 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.



5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 The Contractor shall display a mark "ON BCPL DUTY" (In Hindi & English) on all Vehicles 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.

5.15 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.

5.16 Speedometer, Kilometer Recorder and other instruments/meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in charge or his authorized representatives shall be rectified forthwith by the contractor. Until such rectification the kilometer for such distance/places as verified and certified by the Officer/staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.

5.17 The contractor shall have an office in Guwahati jurisdiction (if bidder quotes for both Guwahati & Noida office then, they have officer in both Guwahati & Noida Jurisdiction) with telephone facility and one supervisor to coordinate the movement of vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the company as specified from time to time during currency of contract. The



contractor should intimate his contact telephone nos. & permanent address for communication / correspondence in writing along with offer for correspondence in regard if this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should have a mobile phone in working condition. A print slip / card indicating the vehicle registration no. name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.

- 5.18 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.
- 5.19 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.
- 5.20 Contractor must ensure providing coverage under ESI Act or Employees Compensation Act (in case not covered under ESI) 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.
- 5.21 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.
- 5.22 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.
- 5.23 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 5.24 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, ESI Act 1948, Employees Compensation Act 2010; and, other relevant acts, rules and regulations notified from time to time.
- 5.25 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.



- 5.26 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.
- 5.27 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.
- 5.28 Persons / driver proposed to be deployed by Contractor must have valid commercial driving license, 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.
- 5.29 Vehicles shall not leave duty point for any purpose without the specific permission of the user.
- 5.30 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.
- 5.31 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.
- 5.31 Duty hours and kilometer 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 kilometer 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.
- 5.32 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.
- 5.33 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.
- 5.34 It is expected that the Bidders have apprised themselves of the service conditions' under which the vehicles have to be used for the Company.



- 5.35 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.
- 5.36 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.
- 5.37 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.
- 5.38 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.
- 5.39 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.
- 5.40 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.
- 5.41 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 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))

- 5.46 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 fulfillment of the obligations and violation by the contractor.
- 7.2 Registration with Labour Commissioner: If necessary, 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, "E.S.I. Act", "Employees Provident Fund Act and MP Rules 1952, "Family Pension & Deposit Linked Insurance Scheme" 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 fulfill 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 GST Act or shall be required to take GST Registration after award of Contract. GST shall be paid extra at actual on presentation of deposition challan. In case GST is applicable for the Tendered Work, Contractor shall claim the GST indicating rate of abatement! Deduction allowed as per " GST 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 & GST 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) GST 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 GST / statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential GST, 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 .1. etc. as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10. REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLE:

10.1 During the currency of contract, the Company may increase / decrease the number of vehicles depending upon the requirement and the same shall be obligatory and binding on the contractor. The Company shall have right to take on hire Vehicles in phased manner also, depending on the requirement. In case of decrease in number of vehicles, a notice of 15 days shall be given for de-hiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a period specified in Clause 3, above.

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 the 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.

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 toll 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 ADDITIONAL RUN, NIGHT HALTS & OVERTIME ETC.:

Rates for additional run beyond fixed Km/s, out station night halt & Overtime charges shall be FIRM for the vehicles on monthly/ regular basis and shall be paid extra as mentioned in SOR.

15.0 ESCALATION / DE-ESCALATION:

15.1 The rates quoted are firm and will remain unchanged during currency of the contract, however BRAHMAPUTRA CRACKER AND POLYMER LIMITED will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel the following formula will be applicable:

$$\frac{R \times I}{N}$$

Where as R = Total K.M. run during the month
I = Increase/decrease Price of fuel/ Per ltr. (Kg. for CNG)
N = Mileage of the vehicle (approx.) i.e.

N=15 for Tata Indica/Wagon R/ Hyundai i-10/Maruti Swift

N= 10 for Toyota Innova/Scorpio/Xylo (minimum 06+10 seater

The Mileage figure of vehicle(s) to be firmed up considering the model of vehicles, area of operation and local conditions etc. and should be indicated in the tender.

The escalation as worked out above will be applicable only if increase in price of diesel is beyond + (plus) or – (minus) 3% from the prevailing rate on the date of tender opening.



15.2 The above formula shall also be used for reduction in rate per km., in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. 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 the actual bills in original issued by Diesel/Petrol/CNG out lets and shall claim the escalation / de-escalation along with his regular bills.

15.5 The diesel /CNG rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

16. BILLING AND PAYMENT:

16.1 The Company shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on driver's viz., salary as per labour regulations (including bonus, overtime etc.), 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 hire charges only.

16.2 Contractor shall submit bills duly certified by designated officers of BCPL in respect of the service (vehicle wise) rendered by him in duplicate 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. 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.



16.8 GST if applicable should be inclusive in quoted rate and break-up of service Tax to be included in SOR.

17. SECURITY DEPOSIT / BANK GUARANTEE: Refer Section – II of tender document.

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

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.

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.

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

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.

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

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 withheld 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 marking 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 nonperformance and/or delay in performance during such period.

23.0 SPARK ARRESTOR

The contractor may have to 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.

24. LIQUIDATED DAMAGES/PENALTY

L.D.CLAUSE: 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.

24.1. In case of increase in number of LMV, the contractor shall place the vehicle for the service of BCPL within 15 days of date of placement of requirement. **For any delay in deployment of LMV Rs.500/- per day per additional required LMV** will be recovered till the placement of LMV as per the requirement of BCPL.

24.2. The LMV shall remain in service for 12 hours. However, vehicle shall be ready to provide for round the clock duty. 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. **1000/-** 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 Agency 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 and deduct Rs. 3.00 per kilometer (for the total distance covered by substitute LMV / vehicle) from the monthly bills of the contractor / agency. If the period of such replacement increases by three days in a calendar month, Rs. 500/- (Rs. Five hundred only) per day shall be recovered out of monthly hire charges from the Agency's monthly bill.
- f) 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 under the mentioned clause then a sum of Rs.1000/- (Rupees Thousand only) per day for the number of days the second driver is not available shall be deducted from the bills (as the requirement of LMV is for 24 hrs – minimum 2 drivers are to be deployed).
- 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 and for the violation which is not stipulated in SCC of the contract, the penalty of Rs. 1000/- will be imposed per day.

24.3. In case the Agency 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. For such LMV the reduced rate shall be applicable. The rate offered by the agency for the specified model of LMV shall be reduced at the rate of **10%** if LMV supplied is of model **2013**(prior to Dec'2013), **20%** if LMV supplied is of model **2012**, **30%** if LMV supplied is of model **2011** & **40%** if LMV supplied is of model **2010** (model below year **2010** is not acceptable), which shall be deducted from the monthly rate offered by the agency.

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 Competent Authority, BCPL shall nominate the "Executive-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"}**



SPECIAL CONDITIONS OF CONTRACT [SCC] [FOR PART-B] – NOIDA OFFICE

1.0 GENERAL

- 1.1 The special condition 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 portion of the General Condition of Contract is repugnant to or at variance with any provisions 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. Non familiarity with site conditions and unawareness of General Condition of Contract will not be considered a reason wither for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 Bids of Joint Venture/ Consortium not acceptable.
- 1.6 The vehicle shall necessarily have TAXI PERMIT.
- 1.7 During the period of the contract, BCPL can increase/ decrease the number of vehicles on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
- 1.8 The award of contract to the successful bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicle(s). BCPL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the period of the contract, and also reserves the right to conclude parallel contract(s) at the same time, including splitting of the present work amongst the bidder(s) as per BCPL's decision which cannot be challenged by the bidder(s), under any circumstances.
- 1.9 No subletting of this contract shall be allowed without permission from Owner.



- 1.10 Once a hired vehicle and its documents have been approved for the services of BCPL that hired vehicle shall not be changed normally during the period 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/ Officer-in-Charge/ Authorized Representative of BCPL to whom vehicle is reporting for duty shall be final. BCPL may also accept the request of the contractor to provide equivalent vehicle in place of specified brand indicated in SOR (Schedule of Rates), within same cost segment to be operated at the same monthly rate.
- 1.11 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with BCPL and the same shall be final and binding upon the contractor.

2.0 GENERAL DEFINITIONS:

2.1 “BCPL” means BRAHMAPUTRA CRACKER AND POLYMER LIMITED, NOIDA.

2.2 Vehicle Definitions

- 2.2.1 “**Scorpio**” means hard top contract carriage of a light passenger motor vehicle to be used in rough and rugged cross country use fitted with all necessary fittings and accessories, along with valid registration permit and insurance document and driver.
- 2.2.2 “**Innova**” means hard top contract carriage of a light passenger motor vehicle to be used in rough and rugged cross country use fitted with all necessary fittings and accessories, along with valid registration permit and insurance document and driver.
- 2.2.3 “**Xylo**” means hard top contract carriage of a light passenger motor vehicle to be used in rough and rugged cross country use fitted with all necessary fittings and accessories, along with valid registration permit and insurance document and driver.
- 2.2.4 “**Wagon R**” means hard top contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver.
- 2.2.5 “**Hyundai i-10**” means hard top contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver.
- 2.2.6 “**Maruti Swift**” means hard top contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver.
- 2.2.7 “**Tata Indica Vista**” means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration TAXI permit and insurance document and driver.
- 2.3 All passenger vehicles shall be with AC in operation.



- 2.4 **“CALL BASIS VEHICLE”** means vehicles deployed as per requirement & model.
- 2.5 **“CONTRACTOR”** means any proprietorship/ partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 2.6 **“SCHEDULE OF RATES”** rates to be filled attached to this contracts
- 2.7 **“MONTH”** means a complete calendar month of the year.
- 2.8 **“DAY”** means day starting from 0000 hrs to 2400 hrs.
- 2.9 **“HOUR”** means an hour of sixty minutes. For the purpose of hire charges and 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.
- 2.10 **“AREA OF OPERATION OF HIRED VEHICLES”** means the areas/places connected with activities of Brahmputra Cracker & Polymer Limited defined in Scope of work OR any other place at the sole discretion of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, depending upon requirements to meet the objective of the contract.
- 2.11 **“DISTANCE”** means the distance by the shortest approachable route unless otherwise specified.
- 2.12 **“CHARGES”** means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.
- 2.13 **“PRO-RATA HOUR RATE”** means a rate arrived at by the following formula
- $$\begin{aligned} \text{For 24 hrs duty} &= \frac{\text{Monthly charges}}{30 \times 24 \text{ hrs}} \\ \text{For 12 hrs duty} &= \frac{\text{Monthly charges}}{30 \times 12 \text{ hrs}} \end{aligned}$$
- 2.14 **“REPORTING PLACE OF VEHICLES”** means any operational site of Brahmputra Cracker & Polymer Limited 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.
- 2.15 **“NIGHT HALT”** means overnight stay of Vehicles at any place/ in any area beyond its designated reporting place/ places in the interest of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.



- 2.16 **“SUITABLE SUBSTITUTE”** means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by EIC. However Penalty shall be deducted as per clause No.– 22.
- 2.17 **“THE CONTRACT”** means the formal contract executed between Brahmaputra Cracker and Polymer Limited 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 complimentary to one another.
- 2.18 **“SEATING CAPACITY”** means the number of passengers the Vehicles can carry including the driver.

3.0 PERIOD OF CONTRACT:

- 3.1 The contract will be valid initially for a period of 24 months/ period mentioned in the SOR, commencing within one month from the date of Fax of Acceptance or from the dates of deployment of vehicles whichever is earlier. The vehicles will be deployed in a phased manner as conveyed by BCPL/ EIC from time to time depending on the work requirement. Thus individual vehicles or a “category” of vehicles will have a contract period of the vehicles months from the date of deployment with the provision of time extension for further 6 (six) 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.
- 3.2 Vehicles are to be provided initially within 15 days, from the date of order (LOI). The order will be placed for intended number & type of vehicles after evaluation of bidder, however the placement of the specific type of vehicles will be based on work requirement and Contractor has to place the vehicles within 15 days from date of intimation from Brahmaputra Cracker & Polymer Limited during contract duration.
- 3.3 In case, contractor fails to place the prescribed vehicle within 15 days from the date of intimation by EIC, grace period of 15 more days shall be allowed for which penalty shall be imposed & as shown here under :-

DELAY PERIOD

PER DAY/ PER VEHICLE

Beyond 16th till 30th day

Rs. 1000/- per day/ vehicle

- 3.4 If the vehicle is not placed even after 30th day from the date of information by EIC, then the contract may be cancelled without prejudice to Brahmaputra Cracker & Polymer Limited’s right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.



- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, Brahmputra Cracker and Polymer Limited reserves its right to terminate the contract at anytime by giving 30 days notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof and shall not be allowed to move for arbitration for any such termination.

4.0 SCOPE OF CONTRACT:

The scope of contract shall be as detailed in Scope of Work.

5.0 OPERATIONAL NORMS & CONDITIONS

- 5.4 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.
- 5.5 The contractor shall be required to deploy the Vehicles 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.
- 5.6 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 two 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 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 " Seventy Two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty will be imposed as stipulated in Clause No. 24.
- 5.6 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.

5.7 Contractor shall provide a pair of uniforms of 'light grey color', stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs. 200.00 per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the contractor in this regard.

5.8 In case of air conditioned vehicles, a penalty @Rs. 500.00 per day per vehicle shall be levied, if the AC is not working.

5.9 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 "outstation 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.

5.10 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.

5.11 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.

5.12 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.



- 5.13 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.
- 5.14 The Contractor shall display a mark "ON BCPL DUTY" (In Hindi & English) on all Vehicles 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.
- 5.15 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.
- 5.16 Speedometer, Kilometer Recorder and other instruments/meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in charge or his authorized representatives shall be rectified forthwith by the contractor. Until such rectification the kilometer for such distance/places as verified and certified by the Officer/staff traveling in the vehicle shall be final and binding to the contractor for the purpose of billing, etc.
- 5.17 The contractor shall have an office in Noida jurisdiction (if bidder quotes for both Guwahati & Noida office then, they have officer in both Guwahati & Noida Jurisdiction) with telephone facility and one supervisor to coordinate the movement of vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the company as specified from time to time during currency of contract. The contractor should intimate his contact telephone nos. & permanent address for communication / correspondence in writing along with offer for correspondence in regard if this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should have a mobile phone in working condition. A print slip / card indicating the vehicle registration no. name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.
- 5.18 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.
- 5.19 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.



- 5.20 Contractor must ensure providing coverage under ESI Act or Employees Compensation Act (in case not covered under ESI) 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.
- 5.21 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.
- 5.22 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.
- 5.23 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 5.24 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, ESI Act 1948, Employees Compensation Act 2010; and, other relevant acts, rules and regulations notified from time to time.
- 5.25 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.
- 5.26 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.
- 5.27 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.
- 5.28 Persons / driver proposed to be deployed by Contractor must have valid commercial driving license, 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.
- 5.29 Vehicles shall not leave duty point for any purpose without the specific permission of the user.



- 5.30 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.
- 5.31 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.
- 5.31 Duty hours and kilometer 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 kilometer 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.
- 5.32 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.
- 5.33 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.
- 5.34 It is expected that the Bidders have apprised themselves of the service conditions' under which the vehicles have to be used for the Company.
- 5.35 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.
- 5.36 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.
- 5.37 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.
- 5.38 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.



- 5.39 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.
- 5.40 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.
- 5.41 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 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.
- 5.46 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)
- 5.46 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:

The Vehicles 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 Vehicle(s) must be equipped with valid documents i.e., Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, 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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED. The responsibility of



any lapse in this regard shall be that of the contractors/ vehicle owners exclusively. BRAHMAPUTRA CRACKER AND POLYMER LIMITED its officers/ employees shall in no way be responsible for any lapse/ default of the vehicle owner/ contractor and BRAHMAPUTRA CRACKER AND POLYMER LIMITED, its officers/ employees shall be completely indemnified and kept harmless by the contractor against such default.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

The Contractor shall strictly follow and abide by the rules and regulations of 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. The contractor agrees to indemnify and hold BRAHMAPUTRA CRACKER AND POLYMER LIMITED and its employee's harmless for/ against any loss, expenditure and claims penalty etc., of whatsoever nature to the BRAHMAPUTRA CRACKER AND POLYMER LIMITED in this regard due to the non-fulfillment of the obligations and violation by the contractor.

- 7.1 Registration with Labour Commissioner: If necessary, the 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. The Contractor shall comply with all the applicable Labour Laws.
- 7.2 The 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, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of the contractor to pay the driver/ any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.
- 7.3 The contractor must indemnify the BRAHMAPUTRA CRACKER AND POLYMER LIMITED its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor the various Central/ State/ Local self-body laws/ enactment's in this respect.
- 7.4 The contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.
- 7.5 The 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. The Contractor shall undertake to indemnify



BCPL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under “Minimum Wages Act”, “Personnel Injury”, “Company Insurance Act”, “E.S.I. Act”, “Fatal Accident Act”, “Workmen Compensation Act”, “Shops & Establishment Act”, “Employees Provident Fund Act”, “Family Pension & Deposit Linked Insurance Scheme” or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract. The Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold BCPL 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 BCPL 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. The Contractor shall indemnify BCPL against all losses or damages caused to it on account of acts of the personnel deployed by him.

8.0 TAXES & DUTIES

The contractor shall pay all the taxes corporate tax, Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, BRAHMAPUTRA CRACKER AND POLYMER LIMITED will deduct standard recovery towards the Income Tax from monthly payments. In case Service Tax is applicable for the Tendered Work, The contractor shall provide cenvatable invoice as per rule 4 (A) of Service Tax Rules for claiming service tax. Contractor shall claim the Service Tax indicating rate of abatement/deduction allowed as per “Service Tax Rules” 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 & 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

Payment to Service Provider for claiming Service Tax amount will be made provide the above formalities are fulfilled. In case of statutory variation in service Tax during currency of the Contract, the 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.



9.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

- 9.1 The acceptance of a Vehicle in the service of BRAHMAPURA CRACKER AND POLYMER LIMITED will be subject to the inspection of the vehicles documents and the documents of the driver, by an officer or board of officers of BRAHMAPUTRA CRACKER AND POLYMER LIMITED 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 BRAHMAPUTRA CRACKER AND POLYMER / ENGINEER-IN CHARGE. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by the contractor(s) shall remain with the BRAHMAPUTRA CRACKER AND POLYMER LIMITED its decision shall be final and binding on the contractor.
- 9.2 Any certificate obtained or produced by the contractor stating the condition of the vehicles offered/placed at the service of BRAHMAPUTRA CRACKER AND POLYMER LIMITED by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not supersede the discretion of the BRAHMAPUTRA CRACKER AND POLYMER LIMITED on specifications regarding the Vehicles for its acceptability to the BRAHMAPUTRA CRACKER AND POLYMER LIMITED under this contract.

10.0 REQUIREMENT & ADDITIONAL PALECEMENT VEHICLES:

- 10.1 The present tentative requirement of vehicles for hiring for different sections shall be as per scope of work. Vehicle requirement may vary from time to time according to requirement of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 10.2 During the currency of contract BRAHMAPUTRA CRACKER POLYMER LIMITED may increase / decrease the number of vehicles depending upon the requirement on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor. BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have right to take on hire Vehicles in phased manner also, depending on the requirement in case of decrease in number of vehicles a notice of 7 days shall be given for de-hiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a period specified in Clause 3, above

11.0 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 filled-in from user on day-to-day basis.
- 11.2 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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED using the vehicle and the



driver immediately on completion of the duly, daily with NAME AND DESIGNATION of the officer/officers and the name of the driver of the vehicle. All the bills will be verified on the basis of logbook of the vehicle incorporating any complaints separately received on the performance of the duty. If the name and designation on the user/officer is not clearly identified the payment for such journeys may not be admitted.

- 11.3 The 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 the contractor. The opening KM reading/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.

12.0 ACCIDENTS / DAMAGES CLAIMS LIABILITIES:

- 12.1 In the event of any accident or damages while the vehicle(s) is on the duty of BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be completely free from any liability of any nature connected with the accident/damage(s). The 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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by BRAHMAPUTRA CRACKER AND POLYMER LIMITED on this account.
- 12.2 The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of BRAHMAPUTRA CRACKER AND POLYMER LIMITED the contractor shall also be responsible for any claim/compensation that arises due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. the BRAHMAPUTRA CRACKER AND POLYMER LIMITED employees/property. The contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the BRAHMAPUTRA CRACKER AND POLYMER LIMITED on this account.
- 12.3 The contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in the employment of contract(s) while vehicle(s) equipment(s) are on BRAHMAPUTRA CRACKER AND POLYMER LIMITED Duty.



- 12.4 BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to the contractor's vehicles/property under any circumstances while the vehicle(s) equipment(s) were/are/is engaged for the BRAHMAPUTRA CRACKER AND POLYMER LIMITED duty by him.
- 12.5 It is the responsibility of the contractor to inform the user of the vehicle as well as the Head of Transport department the occurrence of any accident involving his/their vehicle (s) as early as possible to avoid any disruption of BRAHMAPUTRA CRACKER AND POLYMER LIMITED's operations, provide substitute vehicle and submit a detailed report to the head of transport section/ EIC within 24 hrs for the record of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 12.6 Absence of vehicle due to any accident shall not entitle the contractor for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative/substitute is the responsibility of the contractor.
- 13.0 INSURANCE:**
- 13.1 Hired vehicle (s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.
- 13.2 All liabilities arising out of the accidents, disturbances to the vehicle(s) operations of the BRAHMAPUTRA CRACKER AND POLYMER LIMITED will rest upon the contractor.
- 13.3 The copies of documentation on respect of insurance shall be submitted to BRAHMAPUTRA CRACKER AND POLYMER LIMITED on the date of placement of vehicle and renewals made subsequently shall be submitted in time.
- 13.4 The agency shall provide insurance coverage to its staff including driver & Cleaner of vehicle at his own cost.

14.0 RATE:

- 14.1 BRAHMAPUTRA CRACKER AND POLYMER LIMITED 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 toll 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 including service tax. No variation with respect to present and future tax will be given. 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 ADDITIONAL RUN & NIGHT HALTS:

Rate for additional run beyond fixed Kms & out station night halt charges shall be FIRM for the vehicles on monthly/ regular basis and shall be as per SOR.

14.4 VEHICLES ON CALL BASIS (AS AND WHEN REQUIRED)

Rate for optional vehicles on call basis & station night halt charges required for Directors visit/ VIP visit shall be FIRM and shall be paid as per SOR.

15.0 BLANK

16.0 BILLING AND PAYMENT:

16.1 BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on drivers viz., salary as per labour regulations (including bonus, overtime etc.), uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break down/maintenance reserve vehicles etc. whatsoever required for the specific performance of this contract including service tax. All such expenses shall also include (but not restricted to) expenses on Regional Transport Authority, Labour Authorities and Government Local and Municipal Authorities dues, comprehensive or all risk covered insurance, local service and any other expenses wherever or whatever necessary for the continuance/operation of such services BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be liable to make any other payment except the agreed hire charges only.

16.2 The contractor shall submit bills duly certified by designated officers of BCPL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to BRAHMAPUTRA CRACKER AND POLYMER LIMITED Dibrugarh and not in piece meal, in the prescribed proforma duly verified and certified by the user in the interest of BRAHMAPUTRA CRACKER AND POLYMER LIMITED's work. The bills shall show date wise services rendered as per the logbooks. The contractor is required to submit his bills within 15 days duly filled in all respect to the authorized person of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Dibrugarh during currency of the contract. If the bills are not submitted within 15 days, no payment will be made for that period. The bill received duly completed with all certification will be paid within 15 days from the date of receipt of the bill by the concerned F&A. Office, if everything is found to be in order.



- 16.3 The contractor is required to submit his bills for vehicles hired on call basis within 07 days from the date of hiring, duly filled in all respect to the authorized person of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Dibrugarh during currency of the contract. If the bills are not submitted within 07 days, no payment will be made for that call basis hiring.
- 16.4 The contractor is required to submit e-banking account number with HDFC bank / ICICI bank / SBI within 7 days from date of award of work order. All payments will be made through e-banking only.
- 16.5 No claims whatsoever will be considered for increasing the charges during the period of agreement /extended period on basis of this tender.
- 16.6 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. BRAHMAPUTRA CRACKER AND POLYMER LIMITED will entertain no claim of interest for any delay on billed amount. Payments shall be released from BCPL Office, Dibrugarh.
- 16.7 BRAHMAPUTRA CRACKER AND POLYMER LIMITED reserves the right to recover from the bill(s) and security deposit of the contractor the amounts due to the BRAHMAPUTRA CRACKER AND POLYMER LIMITED against any penalty or as a result of any claim(s) compensation (s) or due to any statutory imposition etc., without prior notice. BRAHMAPUTRA CRACKER AND POLYMER LIMITED also reserves the right to withhold any payment to safeguard the interest of BRAHMAPUTRA CRACKER AND POLYMER LIMITED against any due(s) claim(s) etc. the decision of Officer-In-Charge / EIC in this regard shall be final and binding on the contractor.
- 16.8 No interest shall be payable on withheld amounts.
- 16.9 Recovery of Income Tax applicable as per Income Tax Act from the bills
- 16.10 GST if applicable should be inclusive in quoted rate and break-up of service tax to be indicated in SOR.

PAYING AUTHORITY:

Chief Manager (F&A)
Brahmaputra Cracker and Polymer Limited
Project Office, Main Fire Station Building
P.O. Lepetkata, Dibrugarh, Assam

- 17.0 SECURITY DEPOSIT / BANK GUARANTEE: May refer section – II of the tender document.**



Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have right to recover from the security deposit/bank guarantee the balance amount, if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.

The 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.

BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall pay no interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.

The Bank Guarantee is towards performance guarantee for satisfactory performance of contract. The Bank Guarantee should be valid for 3 months beyond the original contract period and extension (if any). 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.

The security Deposit/bank guarantee, subject to recoveries, if any, shall be refunded to the contractor after the successful completion of this contract.

In case the contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit/bank guarantee is liable to be forfeited/invoked, without prejudice to any other right, which BRAHMAPUTRA CRACKER AND POLYMER LIMITED may have under this contract or otherwise.

18.0 TERMINATION:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED may without prejudice to its rights against the 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 absolutely terminate the contract with immediate effect in any of the following cases:



1. In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the right to terminate the contract without prejudice to any other rights/remedies.
2. In event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation.
3. If in the opinion of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, the contractor has delayed or suspended the execution of work, the facilities and Vehicles etc., offered by the contractor to be inadequate for effective completion of the job.
4. In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to BRAHMAPUTRA CRACKER AND POLYMER LIMITED's interest or activity prejudicial to the interests of BRAHMAPUTRA CRACKER AND POLYMER LIMITED and for any other good or sufficient reasons.
5. Up to such termination of the contract the security Deposit/Bank Guarantee are liable to be forfeited / invoked to satisfy the outstanding claims of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

Notwithstanding anything contained above, BRAHMAPUTRA CRACKER AND POLYMER LIMITED may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever. The contract shall be deemed to have expired on expiry of the original period of months unless extended.

19.0 DEFECT LIABILITY PERIOD [DLP]: NOT APPLICABLE

20.0 FORCE MAJEURE

- 20.1 If at any time during the currency of this Contract, the performance in whole or in part by the either party or any obligation under this Contract shall be prevented or delayed by reasons of any possibility, act of public enemy civil commotion, sabotage, floods, explosions, epidemics, quarantine, strikes, lockouts or acts of God [hereinafter referred to as 'events'] then provided notice of the happening of any such event is given by either party to the other forthwith but not exceeding 'four [04] hours' from the time to occurrence thereof 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.
- 20.2 The vehicles are to be hired by the BCPL for carrying out its operations of urgent and immediate nature. If the operations are not carried out in time, all simultaneous



operations are delayed and result in great loss to BCPL, “Price reduction Schedule [PRS]” shall be applicable in addition to other charges mentioned in Tender Document.

21.0 PRICE REDUCTION SCHEDULE [PRS]

“Time is the Essence of the Contract”

21.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of BCPL or vehicle is not in acceptable condition for any reason whatsoever, BCPL shall have the option to exercise any of the following rights:

(i) To make suitable alternative arrangement of the hired vehicle at the solerisk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to the Contractor or from his ‘Security Deposit’, etc. The cost and expenses under this Clause however shall not be limited to the outstanding amount or ‘Security Deposit’, etc. due to the Contractor and the Contractor will be liable to refund the entire cost to BCPL.

OR

(ii) BCPL shall have the right to recover from the Contractor “@1.5 time of the pro rata rate per day” on monthly hire-charges of a particular vehicle. However, BCPL 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 day’ in a period of ‘one [01] year’.

21.2 Further, for any other violation of the provision of Contract, BCPL reserves the right to impose penalty “@ ` 500.00 per such incident”.

21.3 While submitting the Offer, Bidder must note the ‘Recovery(s) in the Event of Failure(s) by Contractor’, enclosed as “Annexure-A” to this “Section-IV”.

21.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for BCPL.

22.0 RECOVERY (S) IN THE EVENT OF FAILURE (S) BY THE CONTRACTOR (S)

Sl No.	Clause no.[of “SCC”]	Particulars	Penalty
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at Clause-3.3	Rs. 1,000.00 per Day
2	5.3, 5.4, 5.7, 5.11, 5.12	Non fulfillment of conditions specified	Rs. 1,000.00 per Day
3	5.5	Non deployment of alternate vehicle of	Rs. 1,000.00 per Day



		similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	
4	5.6	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned / changed at least 'once in a month'.	Rs. 200.00 per Incident
5	5.9	In case of air conditioned vehicles, if the AC is not working.	Rs. 500.00 per day per vehicle
6	5.8	For each occasion of non-wearing uniform, including shoes by the drivers.	Rs. 200.00 per Incident
7	5.22	Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routine-servicing / maintenance.	Rs. 1000.00 per Day
8	21.4	For violation of any provision of Contract	Rs. 500.00 per Incident

23.0 **BONUS FOR EARLY COMPLETION** – CLAUSE No.27.3 OF GCC IS NOTAPPLICABLE FOR THIS TENDER



भाग – VI

SECTION-VI

SCOPE OF WORK [SOW]



SPECIFICATIONS & SCOPE OF WORK
[FOR PART-A] – Guwahati Office

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

SCOPE OF WORK

- (i) BRAND NEW' MARUTI SWIFT DZIRE, DIESEL (A/C) with 5 seating capacity including driver", to be provided with factory fitted devices such as A/C and all other major components.

1. Deployment of Vehicles and area of operation:

Type of Vehicle Required	Duty Hours	Area of Operation	Initial place of deployment
BRAND NEW'MARUTI SWIFT DZIRE, DIESEL (A/C) with 5 seating capacity including driver",	12 HOURS	GUWAHATI other areas connected with BCPL activities in the state of Assam and North East states.	Guwahati (Assam)

- Award of contract to successful contractor will not entitle him/them exclusive right to deploy the LMV on hire for all requirements.
- BCPL shall have a right to award the whole/part of the contract for hiring of LMV at any time to any other contractors agency, company or individual simultaneously.
- BCPL reserve its right to change the number (increase/decrease) of LMV to be hired during period of contract. In case of decrease in number of LMV from the contracted quantity a notice of 15 days shall be given for de-hiring. In case of increase of number of LMV, the contractor has to supply the LMV as per the requirement with in a period of 15 days. Failure to supply within 15 days will attract suitable L.D. Clause. No.23 Compensation in any form or manner for de-hiring of vehicle(s) shall be payable by the company.
- The LMV is required for all days (including holidays and Sundays) in a month.
- The LMV shall be required to stay beyond duty place in a month due to operational exigencies.
- The contractor shall provide following items other than the tools and kits in each vehicle during the period of contract.



- a. 3- cell Torch along with cell
- b. An umbrella
- c. Road map of Assam state.
- d. First Aid Kit & its refills.

Failure to provide above items will attract penalty as per clause 23 of SCC.

8. 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).
9. 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.
10. 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.
11. The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed 1 dry-cleaned to be provided at an interval as specified by the Executive-in-Charge.
12. Vehicles deployed for "12 hours duty" should be manned with one driver on continuous basis. Violation of the same by continuing with one driver shall attract L.D. as per L.D. Clause 23.

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



SPECIFICATIONS & SCOPE OF WORK

[FOR PART-B] – Noida Office

Objective of the Contract

Brahmaputra Cracker & Polymer Limited is executing the Assam Gas Cracker Project at Lepetkata, Assam. The project coordination office is located at Noida which looks after all the project execution/co ordination activities of the project.

BCPL Noida Office intends to take one no. INNOVA AC (MINIMUM 06 +01 SEATER) on hire basis

The vehicles will be required for transportation of BCPL's and it's authorized personnel. The contractor has to provide the vehicles on monthly hire basis as per following details for a period of 24 months. The vehicles shall be deployed for 12 hours duty on daily basis the monthly rent shall include free running of 2,500 Km per month. The vehicle shall be deployed in Delhi/NCR and shall be commercial registered for regular plan in U.P., Delhi, Haryana and shall necessarily have road permit to operate in these three states.

The Scope of Work includes but not limited to the following:

- 1 The contractor has to provide following vehicle on monthly hire basis as per following for a period of specified in bid document as per the deployment schedule given separately.

Sl. No.	Details of Vehicles	Requirement
1	Vehicle: INNOVA AC(MINIMUM 06 +01 SEATER ,AC) (i) Type of vehicles (ii) Fuel (iii) Drive (iv) Seating capacity (v) Fixed Run per Month in Kms (vi) Duty Hours per Day in Hours (vii) Year of Manufacture	AC Diesel/CNG/Petrol 2 WD Min 6+1 seater 2500 12 2016



Note:

- (i) Vehicle(s) to be provide with factory fitted devices such as A/C, Four Drive and all other major components.
 - (ii) Vehicle(s), which is for regular and continuous use, being hired for period two years or more must be 2016 Model.
2. 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 BCPL's decision which cannot be challenged by the Bidder(s).
3. 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. Vehicle should have valid permits(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.
4. Contractor should have valid "Permanent EPF Account" under RPFC and "ESIC" in its name. Wherever, "ESIC" is not applicable, same shall be governed by "Workmanship Compensation act". Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "The Workmen Compensation Act" [prior to commencement of work, in case of award]", must be submitted.
5. The Contractor shall ensure that the vehicle(s) are kept clean – "two [02] sets of cotton seat-covers" should be available and upholstery of the vehicles duly washed / dry-cleaned and changed at least 'once in a month'.
6. The Contractor will ensure that the drivers of the vehicles are given "one [01] day's off in a week



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



भाग- VIII

SECTION-VIII

[SOR-SCHEDULE OF RATE]

UN-PRICED SOR

SUBJECT:HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.

e-Tender No.:BCPL/C&P/CO18W225SD/1006-1021



SECTION – VIII
[SCHEDULE OF RATES (SOR)-UN-PRICED]
(PART-A: - GUWAHATI OFFICE)

SUBJECT: HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY.

e-Tender No.:BCPL/C&P/CO18W225SD/1006-1021

NAME OF THE BIDDER : _____

PART-A:

SL. NO.	DESCRIPTION	UNIT	QTY	UNIT RATE (in Rs.)		TOTAL AMOUNT (in Rs.)
				IN FIGURE	IN WORDS	IN FIGURE
1	Monthly Fixed Charges Long Text: Monthly Fixed Charges for Maruti Swift Dzire AC	MON	36	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
2	Running per KM rate for maximum of 2500 KM Long Text: Running per KM rate for maximum of 2500 KM per month (2500KM X 36 X month X 1 vehicle)	KM	90000	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
3	Overtime charges per hour beyond 12 hrs. Long Text: Overtime charges per hour beyond 12 hrs for 15 hours per month (15 hours X 36 months X 1 vehicles)	HR	540	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
4	Night Halt per night Charges Long Text: Night Halt (per night charges) for outstation stay per month (Considering approx.. 03 night halt per month) (3 nights X 36 months X 1 vehicle)	DAY	108	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
TOTAL AMOUNT (Excl. GST):						TO QUOTE IN PRICE BID
TOTAL AMOUNT IN WORDS (Excl. GST) :						
Name of authorized person submitting the tender onbehalf of the Bidder:						
Bidder confirmation for quoting			QUOTED/NOT QUOTED: _____			
Designation of authorized person:						
Name of firm / Contractor:						
Date:						
Place:						

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



[SCHEDULE OF RATES (SOR)-UN-PRICED]

(PART-B: - NOIDA OFFICE)

e-Tender No.:BCPL/C&P/CO18W225SD/1006-1021

NAME OF THE BIDDER : _____

PART-B:

SL. NO.	DESCRIPTION	UNIT	QTY	UNIT RATE (RS.)		TOTAL AMOUNT RS.
				IN FIGURE	IN WORDS	IN FIGURE
1	Monthly Fixed Charges for daily 12 hrs Long Text: Hiring of 1 Toyota Innova AC Vehicle for BCPL Noida Office (Monthly Fixed Charges for 12 hrs duty upto 2500KM per month inclusive of running charges)	MONTH	24	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
2	Extra hour charges beyond 12 Hrs Long Text: Hiring of 1 Toyota Innova AC Vehicle for BCPL Noida Office (Extra KM Charges beyond 2500KM per month)	HR	480	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
3	Extra KM charges beyond 2500 km Long Text: Hiring of 1 Toyota Innova AC Vehicle for BCPL Noida Office (Extra Hours Charges beyond 12 hrs duty)	KM	16982	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
4	Call Basis: Category -1 Daily Fixed Charges for 100KM Long Text: Daily Fixed Charges for 100 KM For [Category -1 Vehicle type (WagonR/Tata Indica/Maruti Swift/Santro/Higher Model)]	DAY	41	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
5	Extra KM (Category -1) charges beyond 100 KM Long Text: Extra KM Charges beyond 100 KM For [Category -1 Vehicle type (WagonR/Tata Indica/Maruti Swift/Santro/Higher Model)]	KM	2170	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
6	Call Basis: Category -2 Daily Fixed Charges for 100KM Long Text: Daily Fixed Charges for 100 KM For Category -2 Vehicle type (Hyundai Accent/Swift Dzire/Ford Icon/Maruti SX4/Honda City/Higher Model)	DAY	91	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
7	Extra KM (Category -2) charges beyond 100 KM Long Text: Extra KM Charges beyond 100 KM For Category -2 Vehicle type (Hyundai Accent/Swift Dzire/Ford Icon/Maruti SX4/Honda City/Higher Model)	KM	4800	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID

e-TENDER NO: BCPL/C&P/CO18W225SD/1006-1021FOR "HIRING OF VEHICLE FOR BCPL, GUWAHATI OFFICE (PART-A) & NOIDA OFFICE (PART-B) ON MONTHLY BASIS (ALONG WITH CALL BASIS FOR NOIDA OFFICE) FOR A PERIOD OF 36 MONTHS & 24 MONTHS RESPECTIVELY"



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

SL. NO.	DESCRIPTION	UNIT	QTY	UNIT RATE (RS.)		TOTAL AMOUNT RS.
				IN FIGURE	IN WORDS	IN FIGURE
	Model)					
8	Call Basis: Category -3 Daily Fixed Charges for 100KM Long Text: Daily fixed charges for 100KM duty For Category -3 Vehicle type (Toyota Corolla/Scoda Lura/ Honda Civic/Honda Accord/Higher Model)	DAY	68	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
9	Extra KM (Category -3) charges beyond 100 KM Long Text: Extra KM charges beyond 100KM duty For Category -3 Vehicle type (Toyota Corolla/Scoda Lura/Honda Civic/Honda Accord/Higher Model)	KM	2160	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID	TO QUOTE IN PRICE BID
TOTAL AMOUNT (Excl. GST):						TO QUOTE IN PRICE BID
TOTAL AMOUNT IN WORDS (Excl. GST) :						
Name of authorized person submitting the tender on behalf of the Bidder:						
Bidder confirmation for quoting			QUOTED/NOT QUOTED: _____			
Designation of authorized person:						
Name of firm / Contractor:						
Date:						
Place:						



SCHEDULE OF RATES
[SOR]
(TO BE SUBMITTED IN e-MODE IN NIC CPP
PORTAL)
<https://eprocure.gov.in>

- **BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 60 to 69 under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 6900182953

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