



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

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

TENDER NO.:	BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84 & 85 Dated 17.06.2022
TENDER DOCUMENT FOR:	HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER THROUGH PUBLIC LOTTERY SYSTEM

Bidder / Applicant "from the district of Dibrugarh Only" and "un-employed person between 18-45 years" to submit online application form in the website of BCPL (<http://bcplonline.co.in/>).

Click the link <https://www.bcplonline.co.in/Tender/eventregistration> for Online Application or visit the website of BCPL i.e. <https://bcplonline.co.in/> (Online application for hiring of brand new vehicles for BCPL).

Contact Person:- SAMRAT DUTTA

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

Passport size
photo of
winner
(Self-
attached)

NAME: _____

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

Start date of application submission: 17.06.2022

Last date of application submission: 01.07.2022 (till 5 pm)



CATEGORY & NUMBER OF VEHICLE(S) KEPT FOR LOTTERY

SL. No.	VEHICLE TYPE	AC/ NON AC	DUTY HRS	QTY
a)	Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050	AC	24	1
b)	Mahindra Bolero Neo N4 BS6			8
c)	Mahindra Bolero BS6	2		
d)	Mahindra Bolero Camper 2WD P/S BS6	NON-AC		2
e)	Maruti Nexa Ciaz Sigma (P)	AC	12	1
f)	Mahindra Bolero Neo N4 BS6			6
TOTAL VEHICLE				20

*** ELIGIBLE APPLICANT:**

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

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

HELP DESK:

Phone no. +91-6900182953

E-mail is etender@bcplindia.co.in

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



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भाग - I

SECTION – I

INVITATION FOR BIDS [IFB]



SECTION – I
INVITATION FOR BID [IFB]

To,

Dt. 17.06.2022

PROSPECTIVE BIDDERS / APPLICANTS

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

Dear Sir/Madam,

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

1	Tender Ref. no.	:	<u>BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84,85</u>																																							
2	Service Description	:	Hiring of 20 nos. of different categories of brand new vehicles (Ex-show room) for BCPL (Lepetkata & Duliajan) through Public Lottery System for a period of 04 years from Local Un-employed Youth of Dibrugarh district.																																							
3	Model of vehicle	:	<table border="1"><thead><tr><th>SL. No.</th><th>VEHICLE TYPE</th><th>AC/ NON AC</th><th>DUTY HRS</th><th>QTY</th></tr></thead><tbody><tr><td>a)</td><td>Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050</td><td>AC</td><td rowspan="2">24</td><td>1</td></tr><tr><td>b)</td><td>Mahindra Bolero Neo N4 BS6</td><td></td><td>8</td></tr><tr><td>c)</td><td>Mahindra Bolero BS6</td><td>NON- AC</td><td rowspan="2">12</td><td>2</td></tr><tr><td>d)</td><td>Mahindra Bolero Camper 2WD P/S BS6</td><td></td><td>2</td></tr><tr><td>e)</td><td>Maruti Nexa Ciaz Sigma (P)</td><td>AC</td><td rowspan="2">12</td><td>1</td></tr><tr><td>f)</td><td>Mahindra Bolero Neo N4 BS6</td><td></td><td>6</td></tr><tr><td colspan="4">TOTAL VEHICLE</td><td>20</td></tr></tbody></table>	SL. No.	VEHICLE TYPE	AC/ NON AC	DUTY HRS	QTY	a)	Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050	AC	24	1	b)	Mahindra Bolero Neo N4 BS6		8	c)	Mahindra Bolero BS6	NON- AC	12	2	d)	Mahindra Bolero Camper 2WD P/S BS6		2	e)	Maruti Nexa Ciaz Sigma (P)	AC	12	1	f)	Mahindra Bolero Neo N4 BS6		6	TOTAL VEHICLE				20		
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4	Number of application to be selected by lottery	:	80 nos. Out of which 20 nos. will be winner & rest 60 nos. under waiting list (provisional winner).																																							
5	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract shall be valid for a period of Four (04) Years and the same may be extended for further period of 12 months on the same terms & conditions. The contractor shall deploy the vehicle with in a period of 30																																							



		days from the date of LOA, to meet the exigencies during contract change over period the contractor must provide substitute vehicle (equivalent vehicle) within 15 days from intimation of requirement till he regular vehicle is deployed. There shall be a penalty of Rs. 1000 per day for any delay beyond 15 days in case, the delay is solely attributable to contractor.
6	Tender Fee	Not Applicable
7	Start date of submission of application	: 17.06.2022
8	End date of submission of application	: 01.07.2022 up to 5 pm.
9	Process for submission of on-line application	: Refer Section – II of this tender document
10	HELP DESK (If applicant / bidder need any clarification they may either call or e-mail)	: Phone no. +91 6900182953 E-mail is etender@bcplindia.co.in
11	Lottery Date & Venue	To be intimated / informed in BCPL website along with publication in Newspapers.
12	Vehicle(s):	: Brand new (Purchased & registered after issue of L.O.A.).
13	Payment terms:	: Mentioned at SCC of this tender.
14	Validity of offer after lottery:	: Will be valid for entire duration of contract.
15	GST:	: GST, if applicable, shall be to the Company's account. However, GST portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
16	Number of application per applicant:	: One application per applicant
17	EMD	: NIL
18	SECURITY DEPOSIT	: Contract Performance Bank Guarantee/Security Deposit: CPBG clause shall be applicable @3% on annualized contract value and the awarded bidders may opt any one of the following provision to submit CPBG: a) 3% of annualized contract value to be submitted within 30 days from the date of LOA. <p style="text-align: right;">OR</p> b) Deducting @3% from individual RA bill till it reached the entire applicable CPBG amount.

3.0 Any bidder/applicant, who meets the criteria (as per application form) and wishes to apply against this tender, may read the complete tender document alongwith its amendment(s) (if any) from BCPL's website (<https://www.bcplonline.co.in>) and submit the online application form (by clicking <https://www.bcplonline.co.in/Tender/eventregistration> for Online Application or visit the website of BCPL i.e. <https://bcplonline.co.in/> (Online application for



hiring of brand new vehicles for BCPL) before the end date of submission of bids. Any other mode of submission of application form will not be considered.

- 4.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 Application have to submit the following documents after successful lottery draw for winner and panel under waiting list / provisional winner within 2 days of intimation :
- Complete set of Tender duly signed on each page.
 - Certificates/Supporting document of age proof as per the Section-II of tender document.
 - Proof of address document as per as per the Section-II of tender document.
 - Self-declaration of unemployment as per undertaking under F-6 of the tender document.

• ***ELIGIBLE APPLICANT:***

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

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

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



भाग - II

SECTION-II

PROCESS FOR SUBMISSION OF ON-LINE BIDS & LOTTERY SYSTEM



PROCESS FOR SUBMISSION OF ON-LINE BIDS & LOTTERY SYSTEM

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

ELIGIBLE APPLICANT CRITERIA:

- 1) *Must be a permanent resident of Dibrugarh District.*
 - 2) *Must be a local un-employed youth (with age between 18-45 years on the date of last date of submission of application).*
- 1.0 *The Tender document / RFQ (Request for quotation) along with application form for online-registration against the RFQ NO. BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84,85 is available in the website of BCPL (<http://bcplonline.co.in/>) and the same may also be viewed by clicking the link <https://www.bcplonline.co.in/Tender/eventregistration>*
 - 1.1 *This is a “No deviation Tender” and the terms & condition laid down by BCPL in the tender document along with application form for online registration shall be applicable.*
 - 1.2 *Applicant/Bidder needs to read the terms & condition including the Schedule of Rates of the RFQ/tender document carefully and If agrees to accept the terms & condition along with Schedule of Rates of the RFQ/tender document, then can apply by filling the application form online.*
 - 1.3 *Details of application form should be read carefully and fill correctly during online submission.*
 - 1.4 *Applicant(s) who submit(s) more than one application(s), due to any reason, his/her only 1 application (first one) will be accepted & rest were rejected.*
 - 1.5 *After filling the online application format please click the ‘submit’ button (please don’t forget to click this). Once the ‘submit’ button is clicked, a unique 4 (four) digit application / Registration number will be generated which will be the lottery ticket number and applicant are advised to keep the print out (snap shot) or note down correctly the Application / Registration number immediately for future reference/requirement.*
 - 1.6 *Lottery ticket number(s)(list of accepted & rejected lottery numbers) (i.e., unique 4 (four) digit number) / Registration / Application number) will be displayed in the website(<https://bcplonline.co.in/>)of BCPL against their name & PAN. If any applicant*



- have any observation pertaining to his / her application then they can give their representation (dedicated email ID & Phone no. is mentioned in the RFQ) within 5 days from the date of display of his / her name in BCPL website.
- 1.7 Further, all short listed applicant(s) shall be communicated through digital media provided in their application form(s) regarding the date & venue of 'public lottery to be held' against the above subject tender/RFQ and the notice for the same shall be hosted in the website (<https://bcplonline.co.in>) of BCPL, BCPL Notice board & in newspapers the public lottery shall be live in BCPL official Facebook page.
- 1.8 Applicant must bring photo-ID along with unique 4 (four) digit number) / Registration / Application number and PAN card for entry to lottery event.
- 1.9 As 20 (twenty) vehicles to be allotted through 'public lottery system as per the procedure mentioned above' to 20(twenty) individual qualified applicant(s)/bidders, therefore, for each vehicle, 1(one) qualified applicant/bidder shall be kept as winner & subsequent 3 (three) qualified applicants /bidders will be kept as provisional winner (waiting list) in the sequence (i.e. 1st, 2nd, 3rd and 4th).
- 1.10 For a particular vehicle, 1 (one) qualified applicant/bidder will be kept as winner & subsequent 3 (three) qualified applicants/bidders will be kept as provisional winner (waiting list) as mentioned above. Therefore, for 20 vehicles, 20 (twenty) qualified applicants/bidders will be kept as winner & subsequent 60 (sixty) qualified applicants/bidders (20 X 3) will be kept as provisional winner (waiting list).
- 1.11 For 20 vehicles, there will be 20 rounds of lottery [draw of lots by 'pick up' slip bearing the unique 4 (four) digit number) / Registration / Application number] and for a single round, four slips will be picked up from the 'bucket/lottery tumbler' and the first 'picked up' slip will be the 1st winner, second 'picked up' slip will be 2nd provisional winner (Under waiting list), third 'picked up' slip will be 3rd provisional winner (Under waiting list) & fourth 'picked up' slip will be 4th provisional winner (Under waiting list).
- 1.12 Lottery will be conducted in the following sequence:
- Round 1: Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050 (AC) 24 Hrs
 - Round 2: Mahindra Bolero Neo N4 BS6 (AC) 24 hours
 - Round 3: Mahindra Bolero BS6 (NON-AC) 24 hours
 - Round 4: Mahindra Bolero Camper 2WD P/S BS6(NON-AC) 24 hours
 - Round 5: Maruti Nexa Ciaz Sigma (P)(AC) 12 hours
 - Round 6: Mahindra Bolero Neo N4 BS6(AC) 12 hours



VEHICLE CATAGORY	ROUND*	1 st WINNER	2 nd	3 rd	4 th
			PROVISIONAL WINNER (UNDER WAITING LIST)		
Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050 (AC) 24 Hrs	1				
Mahindra Bolero Neo N4 BS6 (AC) 24 hours	2				
	3				
	4				
	5				
	6				
	7				
	8				
9					
Mahindra Bolero BS6 (NON-AC) 24 hours	10	1 st pick (of lottery)	2 nd pick (of lottery)	3 rd pick (of lottery)	4 th pick (of lottery)
	11				
Mahindra Bolero Camper 2WD P/S BS6 (NON-AC) 24 hours	12				
	13				
Maruti Nexa Ciaz Sigma (P) (AC) 12 hours	14				
Mahindra Bolero Neo N4 BS6 (AC) 12 hours	15				
	16				
	17				
	18				
	19				
	20				

1.13 List of winner & provisional winner (under waiting list) lottery number shall be displayed in BCPL website(<https://bcplonline.co.in>) and such winner & provisional winner have to submit the following documents after successful lottery draw for winner and panel under waiting list / provisional winner within 5 days of intimation from BCPL:

- Complete set of RFQ/Tender document duly signed on each page.
- Certificate/Supporting document against proof of age and address along with PAN & photograph.

NOTE: Any one document each from Age proof & Address proof is required to be submitted.

AGE PROOF:	ADDRESS PROOF permanent resident of Dibrugarh District.:
a) Birth certificate. b) Passport or driving license. c) 10 th Certificate issued by CBSE/ICSE/State Board. d) PAN Card. e) AADHAR Card.	a) Voter identity card. b) Current electricity bill. c) Current water bill. d) Permanent Resident Certificate (PRC), Certificate from Gaon Burah / Gaon Panchayat / CO / BDO / OBC association / DC. e) DPNG (Gas Pipeline) bill.



	f) AADHAR CARD g) Passport or driving license h) Property tax payment receipt.
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- c) *Self-declaration of un-employment as per Format, F-6 of the tender document.*
- 1.14 *If the applicant/bidder of 1st winner fails to 'submit the requisite document(s)and deploy the vehicle' as per provision of the 'RFQ/tender document/application form' after lottery, the 2nd provisional winner (Under waiting list) will be invited for 'submission of the requisite document(s)and deployment of the vehicle' & if 2nd provisional winner (Under waiting list) fails to 'submit the requisite document(s)and deploy the vehicle' as per 'RFQ/tender document/application form', then the 3rd provisional winner (Under waiting list) will be invited for 'submission of the requisite document(s)and deployment of the vehicle' & if the 3rd provisional winner (Under waiting list) fails to 'submit the requisite document(s)and deploy the vehicle' as per 'RFQ/tender document/application form', the 4th provisional winner (Under waiting list) will be invited for 'submission of the requisite document(s)and deployment of the vehicle'.*
- 1.15 *Number of 'winners including provisional winners' in the above public lottery system (pick up slips) shall be in to 80 (Eighty Only) Nos. and the contract for deployment of vehicles shall be awarded as per provision of RFQ/tender document and the process defined above.*
- 1.16 *Waiting list shall be as per the round of vehicle(s) as mentioned at sl. no. 3.13 above only.*
- 1.17 *Contract Performance Bank Guarantee/Security Deposit: CPBG clause shall be applicable @3% on annualized contract value and the awarded bidders may opt any one of the following provision to submit CPBG:*
- a) *3% of annualized contract value to be submitted within 30 days from the date of LOA.*
- OR*
- b) *Deducting @3% from individual RA bill till it reached the entire applicable CPBG amount.*
- 1.18 *The running KM charges (i.e. the rate against per KM run) shall be revised on **increase/decrease** in cost of fuel **beyond 3%** (May ref. tender document for formula). The fuel rate has been considered as on 05.05.2022 (Rs. 106.60 for Petrol & Rs. 92.28 for Diesel) in this instant tender.*



2.0 **REJECTION CRITERIA:**

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

- 2.1 *If it is found that an applicant has submitted more than 1 (one) application in his / her name against the tender, the applications submitted by such applicant(s) shall be rejected.*
 - 2.2 *Application through on-line submission portal in BCPL website (<https://bcplonline.co.in>) as mentioned in this RFQ is only acceptable. Application received at BCPL in any other mode shall not be acceptable.*
 - 2.3 *If the age of the applicant is found to be below 18 years & above 45 years on the last date of submission of application & not being from Dibrugarh dist.*
 - 2.4 *Application shall be received from individual only. If any application is found to be in the name of any firm / organization / enterprise / company, it shall be rejected.*
 - 2.5 *In case, the declaration(s)/document(s) provided by any successful applicant in above public lottery system does not match with the documentary evidence provided in support of qualification and regarding deployment of vehicle, such application(s) shall be rejected.*
- *Applicant must bring photo-ID along with Lottery slip/Acknowledgement slip/Registration slip and PAN card for entry to lottery event. Further, a passport size color photograph needs to be affixed on Lottery slip/Acknowledgement slip in the space provided for entry into BCPL premises.*

3.0 **ERRANT BIDDER**

- 3.1 *In case LOA (Letter of Award) issued is accepted by the applicant and the Security Money / Performance Security is not submitted as per terms of the tender / contract within the time specified, the order shall be cancelled and applicant shall be debarred for 03(Three) years from the date of default from participation of any Tender in BCPL.*



SCREEN SHOTS OF THE ONLINE APPLICATION FORM ARE SHOWN BELOW:
Go to the webpage of <https://www.bcplonline.co.in/Tender/eventregistration> and register yourself with e-mail id & click on apply now:

Brahmaputra Cracker and Polymer Limited
(A Government of India Enterprise)

Great Place To Work Certified

HOME ABOUT US PRODUCTS CAREERS TENDERS E-BUSINESS MEDIA VIGILANCE

Registration for Lottery of Vehicle Tender

All the fields are mandatory

Registration is only for permanent residents of Dibrugarh district

Are you a permanent resident of Dibrugarh District Yes No

All the fields are mandatory

Registration is only for permanent residents of Dibrugarh district

Are you a permanent resident of Dibrugarh District Yes No

Title

Applicant Full Name

Father's Name

Gender

Date of Birth (DD/MM/YYYY) Applicant must have a minimum age of 18 years and maximum of 45 years

Permanent Account Number (PAN) Please enter your PAN correctly in uppercase. Incorrect PAN will lead to disqualification

Correspondence Address

Permanent Address Same as Correspondence Address Yes No

Permanent Address

Permanent Address Pin Code

Email Address

10 Digit Mobile Number Please enter your Mobile Number correctly. OTP will be sent to mobile number to confirm registration



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

Enter the code from the picture (Case sensitive)



I hereby declare that I will submit any of the following documentary proof for age and address.

AGE PROOF	ADDRESS PROOF
Birth certificate	Voter identity card
Passport	Current electricity bill
Driving License	Current water bill
10th certificate issued by CMSE/ICSE/State Board	Permanent resident certificate (PRC) from Gaon burah / Gaon Panchayat / CO / BDO / OBC Association / DC
PAN Card	DPNG (Gas Pipeline) bill
Aadhaar Card	Aadhaar Card
	Passport
	Driving License
	Property tax payment receipt

I hereby declare that the Information given in this application is true and correct to the best of my knowledge and belief. In case any information given in this application proves to be false or incorrect, my application shall be rejected.

Submit

After submission an OTP shall be sent to the registered mobile no., after submission of the OTP in the required field lottery no. shall be displayed based on which lottery shall be conducted.



भाग - III

SECTION-III

SPECIAL CONDITION OF CONTRACT (SCC)



SUBJECT: “HIRING THE SERVICES OF ‘20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS’ FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.”

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

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

1.0 GENERAL

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, Unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The intending bidder shall be deemed to have visited the site and understand the requirement of services. Non-familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
- 1.5 Bids of Enterprises/Firms/Joint Venture/Consortium are not acceptable:
- 1.6 The vehicles shall necessarily have TAXI PERMIT, VALID REGISTRATION, VALID POLLUTION CERTIFICATE AND VALID INSURANCE DOCUMENTS.
- 1.7 No sub-contracting shall be allowed without permission of the Company.



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

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

2. GENERAL DEFINITIONS:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

3. PERIOD OF CONTRACT:

3.1 The contract will be valid initially for a period of 4years, from the commencement date mentioned in LOI with the provision of time extension for further 12 months at the sole discretion of BCPL at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension. BCPL reserves the right to cancel the LOA, if contractor fails to enter an agreement within 30 days from the date of placement of LOI/Work Order.

The contract shall be valid for a period of Four (04) Years and the same may be extended for further period of 12 months on the same terms & conditions.

The contractor shall deploy the vehicle with in a period of 30 days from the date of LOA, to meet the exigencies during contract change over period the contractor must provide substitute vehicle (equivalent vehicle) within 15 days from intimation of requirement till he regular vehicle is deployed. There shall be a penalty of Rs. 1000 per day for any delay beyond 15 days in case, the delay is solely attributable to contractor.

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

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

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



4. SCOPE OF WORK:

The scope of work shall be as detailed in Section-IV

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 FOUR hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro-rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company or **EIC give advice to finance department to pay the hiring charges direct to agency and recover the same amount from the RA bill of vehicle contractor in addition to deduction of day(s) payment.**
- 5.4 The Contactor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements for long distances/ outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee/ officer or any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refuelling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.
- 5.5 In case the hired vehicle(s) is totally damaged due to an accident or breakdown from any reasons, the Contractor will provide alternate vehicle(s) of similar / matching type within "Forty Eight [48] hours" from the occurrence of the accident. In case of non-compliance, penalty will be imposed as stipulated in Clause No. 24.
- 5.6 **It is expected that the vehicle should be self-driven by the contractor itself. However, holding of a valid Professional License for driving of passenger vehicle is a must. Holding of driving license Professional/ Private must be of minimum 2 (two) years old as on date of deployment of the vehicle.** Drivers of the Vehicles normally should not be changed during currency of contract. The Contractor shall ensure that **the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and**



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

- 5.7 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fuelling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "night halt charges as mentioned in SOR in case vehicle(s) are deputed for 'outstation duty' and required to stay overnight. BCPL does not bind itself to provide any parking place and BCPL shall not be responsible for safety or security in relation to contractor's LMV/Staff/equipment or any other properties.
- 5.8 The contractor will be required to supply vehicles only conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract, in exceptional circumstances, the Company may however, accept a suitable substitute vehicle other than those as specified in the tender.
- 5.9 In case any Vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute Vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty as specified in Clause 24.

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

- 5.10 The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor /Driver ignore the instructions, the Vehicle shall not be accepted and penalty as specified in clause no. 24 and Engineer-in-Charge shall initiate action for de-hiring/ cancellation of contract.
- 5.11 The Vehicle(s) on duty is/are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default/ non-compliance of the terms and conditions of the Contract, stern action shall be taken against the Contractor including de-hire and cancellation of contract.



- 5.12 The Contractor shall display a mark "ON BCPL DUTY" (In Hindi & English) on 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.
- 5.13 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for other than BCPL's duty. Violation of this condition shall attract a penalty as per L.D. clause 24.
- 5.14 The contractor shall ensure that the speedometer and other instruments / meters for driving and operating LMV safety devices etc., are in first class working conditions and in case of any defect developing or defects pointed out by BCPL authority / user, the contractor shall make all the necessary repairs and replacements promptly at his (contractor's) cost. The LMV having defective speedometers, if deployed for BCPL duty then the LMV shall remain idle at the risk and cost of the contractor and is liable to attract the L.D. as per L.D. Clause 24 (treated as absence from duty). In case the same is put to use for unavoidable circumstances then L.D. shall not be imposed / levied.
- 5.15 The contractor should be available for 24x7 over telephone and should be able to coordinate the movement of the vehicle. For proper coordination with the driver, the driver should also possess a mobile phone in working condition. The contractor shall also have to make regular/periodical visit to BCPL during currency of the contract.
- 5.16 Vehicle deployed for 12 hours shall be given (1) one day off in 2 months and vehicle deployed for 24 hours shall be given (1) day in 1 month for maintenance to keep the vehicle in good running condition. However Contractor has to provide suitable substitute/ replacement Vehicle during maintenance period failing which penalty will be imposed as per L.D. Clause No. 24.
- 5.17 In case of Vehicles hired from other sources by Contractor and deployed on duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances he will not make any claim whatsoever to the Company.
- 5.18 Contractor must ensure providing coverage under Employees Compensation Act 2010 to the driver, for which Contractor should also take a suitable Employees Compensation Insurance Policy and submit a copy of the same to the Company.
- 5.19 Contractor is liable for coverage of drivers under EPF& MP Act. Further, the contractor is liable for generation of UAN No in respect of his engaged drivers.
- 5.20 Contractor is responsible to obtain labour license, (**if applicable**) under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Regional Labour Commissioner (Central), Ministry of Labour, and Govt. of India for the respective States.



- 5.21 Contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 5.22 Contractor shall discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Employees Compensation Act 2010; and, other relevant acts, rules and regulations notified from time to time.
- 5.23 Contractor shall ensure to engage persons only after getting their police verification done. The concerned documents in this regard need to be submitted to the EIC for record. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work, Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-charge for his employees, wherever required.
- 5.24 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936.
- 5.25 While conforming to any of these conditions, Contractor should ensure that no applicable Act or rules regarding labour, welfare etc., is violated. Contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any applicable Act, rules & regulations thereunder.
- 5.26 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that personnel engaged by him are not suffering from communicable disease.
- 5.27 Vehicles shall not leave duty point for any purpose without the specific permission of the user.
- 5.28 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.
- 5.29 Vehicle provided may have Mobile Radio System to be installed by the Company in case of requirement and Contractor shall have no objection to that. Driver of the vehicle shall be sole responsible for safety and security of such system.
- 5.30 Duty hours and kilometre run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated parking area. Parking of the vehicle shall be at own risk cost and responsibility of the contractor. EIC may change the parking place and accordingly inform the contractor in case of requirement. No hire charges shall be paid to



contractor for the kilometre run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.

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



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

6.0 VEHICLE DOCUMENT:

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



7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

- 7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central /State legislation's and orders, rules and regulation of Central /State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc" of whatsoever nature to the Company in this regard due to the non-fulfilment of the obligations and violation by the contractor.
- 7.2 Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules / regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.
- 7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, and Pollution at his own. It is the responsibility of Contractor to strictly follow the guidelines/notifications under Minimum wages Act 1948 /Payment of Wages Act 1936 in force and in case of failure to fulfil the same may be deducted from your monthly bills and make payment to employee/driver.
- 7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honour the various central /State/Local self-body laws/enactment in this respect.
- 7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any Act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract. Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act 1948" Payment of Wages Act 1936; Employees' Compensation Act 2010, ", "Employees Provident Fund Act and MP Rules 1952, or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract. Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.
- 7.6 Contractor will be required to observe and fulfil all the obligations under various Enactments' applicable to the nature of job performed by him under the contract.



8. TAXES & DUTIES:

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

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

9. VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

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

10. REQUIREMENT & PLACEMENT OF VEHICLE:

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

11. LOG BOOK MAINTENANCE:

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



- 11.2 The contractor shall provide specified log book every month for each vehicle as prescribed by the EIC. Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of that particular vehicle. If the name and designation of the user/officer also the uses is not clearly identified, the payment for such journeys may not be admitted.
- 11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor.
- 11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty. In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.
- 11.5 In case the Vehicles are used for private duty under order such use also is to be got recorded separately in the logbook.

12. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES:

- 12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident /damage(s). Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.
- 12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company. Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.
- 12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.
- 12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.



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

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

13. **INSURANCE:**

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

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

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

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

14. **RATE:**

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

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

14.3 **RATES FOR RUNNING KM, NIGHT HALTS ETC.:**

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

15. **ESCALATION / DE-ESCALATION:**

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



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

Rate of diesel @ **Rs. 92.28** per litre & petrol @ Rs. 106.60 per litre (as on 05.05.2022) has been considered for estimation of running KM charge.

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

- 15.2 The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.
- 15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.
- 15.4 Contractor shall submit sufficient documentary evidence while claiming escalation / de-escalation of running KM charges.
- 15.5 The diesel rates prevailing at the place of deployment as detailed in Scope of work shall be indicated at the time of award of the contract and the same will be mentioned in the LOI / WO issued to the bidder. The same rates will be taken as the basis for calculating escalation / de-escalation.

16. BILLING AND PAYMENT:

- 16.1 The Company shall not be liable to make any other payment except the agreed Monthly Hiring Charges. The rates offered should include all the expenses on driver's viz., wages and statutory payments, uniform, taxes, parking charges, permit, repairs and maintenance of vehicles, including the provisioning break down maintenance/reserve vehicle etc. whatsoever required for the specific performance of this contract including service tax. BCPL shall not be liable to make any other payment except the agreed Monthly Fixed Charges only.
- 16.2 Contractor shall submit bills duly certified by designated officers of BCPL in respect of the service rendered by him on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks and copy of logbook signed by both Contractor as well as driver, need to be attached with the monthly R.A. bill for payment. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F & A.
- 16.3 Contractor is required to submit e-banking account .All payments will be made through e-banking or account payee cheque only.



- 16.4 No claims whatsoever will be considered for increasing the charges during the period of agreement / extended period on basis of this tender.
- 16.5 Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.
- 16.6 No interest shall be payable on withheld amounts.
- 16.7 Recovery of Income Tax applicable as per Income Tax Act from the bills.

17. SECURITY DEPOSIT / BANK GUARANTEE:

- 17.1 The contractor shall furnish a total security deposit of 3% of annualized contract value. SD may be submitted in the form of Nationalized Bank's Demand Draft drawn in favour of Brahmputra Cracker and Polymer Limited (BCPL) or Bank Guarantee in the prescribed Performa within 15 days from the date of LOI.
- 17.2 The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the Company.
- 17.3 The Company reserves the right to recover from the security deposit! Bank guarantees the balance amount, if any, which could not be recovered from the payments to the Contractor under any of the clause of this contract.
- 17.4 Contractor shall be liable to pay further balance of recovery / claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or Performance guarantee furnished by the contractor.
- 17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.
- 17.7 The Security Deposit! Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.
- 17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposits is liable to be forfeited and Bank Guarantee is to be /invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.



18. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS:

- 18.1 Whenever any claim or claims for payment of sum or money arises out of or under the contract against the contractor BCPL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit, deposited by the contractor and for the purpose aforesaid BCPL shall be entitled to withhold the said security deposit and also have a lien over the same pending finalization or adjudication of any such claim.
- 18.2 In the event of the security being insufficient to cover the claimed amount or amounts. BCPL shall be entitled to withhold and have a lien to retain the extent of the such claimed amount or amounts referred to supra from any sum or sums found payable of which at any time thereafter may become payable to the contractor under this contract of any other contract with the BCPL pending finalization or adjudication of any such claims. Likewise, Bank guarantees furnished in lieu or security deposit, will be operated similarly.
- 18.3 It is an agreed term of this document that the amounts so withheld or retained under the lien referred to above by the BCPL till the claim arising out of or under the contract is determined by the BCPL or arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest of damages whatsoever on any account in respect of such withheld or retention under the lien referred to supra. When the contractor is a partnership firm or a limited company, the BCPL shall be entitled to 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 non-performance and/or delay in performance during such period.

23.0 SPARK ARRESTOR

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



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

24. LIQUIDATED DAMAGES/PENALTY

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



- k) BCPL reserved the right to impose a reasonable penalty amount for any non-compliance or violation of terms and conditions of contract.
- 24.3. In case the Party fails to provide the specific LMV of desired model & make on award of contract and request BCPL for allowing some time to make necessary arrangement for providing of LMV of specific make & model, the agency may be required to provide substitute LMV which may be of model other than the specified but not make, purely on temporary basis. Acceptance of such LMV will be entirely at BCPL discretion.
- 24.4. The substitute arrangement will be allowed only for a short period but not more than a period of two months. During such period if the agency fails to provide LMV of specific make & model the work order shall be cancelled and the EMD of the contractor will be forfeited by BCPL. The decision of BCPL with regard to L.D. shall be final and binding on the contractor.

25.0 VALIDITY OF QUOTED RATES/PRICES

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

26.0 ENGINEER-IN-CHARGE [EIC]

- 26.1 "Sunil Kumar Pathak, Deputy Manager (HR) will be the "Engineer-in-Charge [EIC]" for the work under this Contract.
- 26.2 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all works, which do not conform to the specifications.
- 26.3 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.
- 26.4 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work & Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

27.0 ADHERENCE TO SAFETY REGULATIONS

- 27.1 All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the workplace premises is strictly prohibited. No Contractor's personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.
- 27.2 Contractor shall also ensure that all existing and amended Fire & Safety Rules / Policies of BCPL, Lepetkata, are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any



violation on this account shall be the Contractor's responsibility and BCPL will be immured to all its consequences, whatsoever it may be.

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

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



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SECTION-IV

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



SUBJECT: “HIRING THE SERVICES OF ‘20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS’ FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.”

Definition of vehicles:

“**Mahindra Bolero Neo AC**” means contract carriage of a diesel driven light motor vehicle (manufacturer Mahindra & Mahindra 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.

“**Mahindra Bolero Neo AC**” for 12 hours ”means contract carriage of a diesel driven light motor vehicle (manufacturer Mahindra & Mahindra 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.

“**Mahindra Bolero Neo NON AC**” means contract carriage of a diesel driven light motor vehicle (manufacturer Mahindra & Mahindra Limited) Non 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.

“**Maruti Suzuki Ciaz Sigma AC**” means contract carriage of a petrol driven light motor vehicle (manufacturer Mahindra & Mahindra 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 petrol driven with seating Capacity of 5 including driver.

“**Mahindra Bolero Camper**” means contract carriage of a diesel driven light motor vehicle (manufacturer Mahindra & Mahindra Limited) Non 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.

“**Force Trax Cruiser Ambulance** ”means contract carriage of a diesel driven light motor vehicle (manufacturer Force Motors 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 7 including driver.



1. Deployment of Vehicles and area of operation:

Type of Vehicle Required	Duty Hours	Min. no. driver required	Area of Operation	Initial place of deployment
Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050	24	2	BCPL Lepetkata, Duliajan and other areas connected with BCPL activities in the state of Assam and North East states.	BCPL Lepetkata
Mahindra Bolero Neo N4 BS6	24	2		
Mahindra Bolero BS6	24	2		
Mahindra Bolero Camper 2WD P/S BS6	24	2		
Maruti Nexa Ciaz Sigma (P)	12	1		
Mahindra Bolero Neo N4 BS6	12	1		

- Award of contract to successful contractor will be awarded through Public Lottery System will not entitle him/them exclusive right to deploy the LMV on hire other than BCPL requirements.
- The LMV is required for all days (including holidays and Sundays) in a month.
- The LMV shall be required to stay beyond duty hours/place due to operational exigencies.
- The contractor shall provide following items other than the tools and kits in each vehicle during the period of contract.
 - 3- cell Torch along with cell
 - An umbrella
 - Road map of Assam state.
 - First Aid Kit & its refills.
 - Fire extinguisher.Failure to provide above items will attract penalty as per clause 24 of SCC.
- The vehicles deployed must have necessary taxi permit for movement in States/ area of operation as specified above. In case, duties may require movement of vehicle(s) outside from specified States/ area of operation, the Contractor has to provide necessary 'Permits' for which BCPL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof. The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. BCPL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the



Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as per BCPL's decision which cannot be challenged by the Bidder(s).

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



SUBJECT: “HIRING THE SERVICES OF ‘20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS’ FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.”

SCHEDULE OF RATE (SOR)

Sl. NO.	Description of vehicle category	No. of vehicles required	Duty Hours	Monthly Fixed Charges (in Rs.)	Running KM Charges (per KM)	Overtime Charges	Outstation Duty Charges. (per day)	Overhead Expenses (Fuel,MW, RKM)
1.	Force Trax Cruiser Ambulance BSVI FM 2.6 CR 3050	1	24	102992	13.27	NA	400	
2.	Mahindra Bolero Neo N4 BS6	8	24	92885	7.58	NA	400	
3.	Mahindra Bolero BS6	2	24	92325	6.63	NA	400	
4.	Mahindra Bolero Camper 2WD P/S BS6	2	24	93336	9.65	NA	400	
5.	Maruti Nexa Ciaz Sigma (P)	1	12	57674	7.66	156	400	
6.	Mahindra Bolero Neo N4 BS6	6	12	57801	7.58	156	400	

Note:

1) Bidder must agree to the above SOR for the various categories of vehicles.

The above rates are inclusive of all taxes, duties, levies, GST.

MW – Minimum wages

RKM – Running Kilometer



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SECTION-IV

INSTRUCTION TO BIDDER (ITB)



SECTION-IV

INSTRUCTION TO BIDDERS

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SECTION-III
INSTRUCTIONS TO BIDDERS [ITB]

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



[A] – GENERAL

1 **SCOPE OF BID**

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

2 **ELIGIBLE BIDDERS**

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

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

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

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

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



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

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

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

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

2.6 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 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 APPLICATION FEE: NOT APPLICABLE

6 SITE VISIT-NOT APPLICABLE



[B] – BIDDING DOCUMENTS

7 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:** FROM HELP DESK ONLY

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 BCPL's website <https://www.bcplonline.co.in>

7

[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:** ONLINE APPLICATION TO BE SUBMITTED ONLY.

12 **SCHEDULE OF RATES / BID PRICES:** FIXED IN THIS TENDER AS PER 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.

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

The validity of the waiting list (provisional winner) to be 1 (one) year from the date of lottery held against above RFQ.

16 EARNEST MONEY/BID SECURITY- : NOT APPLICABLE

17 PRE-BID MEETING (IF APPLICABLE):NOT APPLICABLE

18 FORMAT AND SIGNING OF BID

To be done after completion of lottery by the awardee /winner only.

19 ZERO DEVIATION AND REJECTION CRITERIA: This is a zero deviation tender & rejection criterias are mentioned in SECTION-II 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:NOT APPLICABLE

22 DEADLINE FOR SUBMISSION OF BIDS: As mentioned in Section-I.

23 LATE BIDS:NOT APPLICABLE

24 MODIFICATION AND WITHDRAWAL OF BIDS:NOT APPLICABLE



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

Through lottery system only as described at Section-II of tender document.

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: After conducting lottery towards meeting the criteria as per Section-II of tender document.

30 CORRECTION OF ERRORS: NOT APPLICABLE

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS: NOT APPLICABLE

32 EVALUATION AND COMPARISON OF BIDS/ APPLICATION: As described

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

34 PURCHASE PREFERENCE: NOT APPLICABLE



[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

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

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

37 SIGNING OF AGREEMENT

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

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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 Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet(BDS).
- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES



NOT APPLICABLE
41 **AHR ITEMS:NOT APPLICABLE**

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 GST 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 Brahmputra 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 Brahmputra 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 Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.	HOD (C&P) M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, 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/application, to which BCPL shall respond quickly.

48 SALE OF BID DOCUMENTS: NOT APPLICABLE

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. **ERRANT BIDDER**

In case LOA (Letter of Award) issued is accepted by the applicant and the Security Money / Performance Security is not submitted as per terms of the tender / contract within the time specified, the order shall be cancelled and applicant shall be debarred for 03(Three) years from the date of default from participation of any Tender in BCPL.

53. **QUARTERLY CLOSURE OF THE CONTRACT**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, BCPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution. Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.

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

MAY REFER BCPL WEBSITE under the link

<https://www.bcplonline.co.in/UploadFiles/PROCEDUREFORACTION.pdf>

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Annexure-II

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

MAY REFER BCPL WEBSITE under the link

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



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

FORMS & FORMAT



LIST OF FORMS & FORMAT

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



BIDDER'S / APPLICANT GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

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



12	Bank account type	
13	PAN No.	[Enclose copy of PAN Card]
14	GSTIN	Please submit GST Registration Certificate

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Seal:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

Dear Sir,

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Seal:



E-3

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Seal:



F-4

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

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

Dear Sir(s),

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

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

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

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



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



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

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.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
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 or in the Bank Gaurantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.



Annexure

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

1	BANK GUARANTEE NO	:					
2	VENDOR NAME / VENDOR CODE	:	<table border="1"><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	NAME		VENDOR CODE	
NAME							
VENDOR CODE							
3	BANK GUARANTEE AMOUNT	:					
4	PURCHASE ORDER/ LOA NO	:					
5	NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable)	:	<table border="1"><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:					
	(A)	EMAIL ID	:				
	(B)	ADDRESS	:				
	(C)	PHONE NO/ MOBILE NO.	:				



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



UNDERTAKING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING THE SERVICES OF '20 NOS. OF DIFFERENT CATEGORIES OF BRAND NEW VEHICLES (EX-SHOW ROOM) FOR BCPL (LEPETKATA & DULIAJAN) FOR A PERIOD OF 04 YEARS' FROM LOCAL UN-EMPLOYED YOUTH OF DIBRUGARH DISTRICT.

TENDER NO.: BCPL/C&P/LE22W013-032SD/02156-61,63,65-68,72-74,76,78-80,84&85

Dear Sir

- 1) Under sign being an applicant confirmed that "The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection".
- 2) Under sign being an applicant to the subject tender hereby confirmed that I Sh./Smt. _____ a resident of *Dibrugarh* district
 - a) Is an un-employed by the law of land.
 - b) Has applied by only one application.
 - c) Have accepted all the rates, terms and conditions of the tender document in totality.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



E-Banking Mandate Form

(To be issued on vendors letter head)

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

I/We hereby authorize Brahmputra 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 Brahmputra Cracker and Polymer Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

dated -----

Contract Agreement for the Services of ----- of Brahmputra Cracker and Polymer Ltd. made on -----
--- between (Name and Address)-----, hereinafter called the “Service Provider” (which term shall unless
excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one
part and Brahmputra Cracker and Polymer Ltd. hereinafter called the “Employer” (which term shall, unless
excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

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

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

AND WHEREAS



The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

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

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

2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner as provided for in the Contract.

A N D

3. In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.



The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of Employer.
Brahmaputra Cracker and Polymer Ltd.

Signed and Delivered for and
on behalf of the Service Provider
Name of the Service Provider

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



भाग -VI

SECTION-VI

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFO 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://www.bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – 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