

Invitation for Bid (IFB)

Ref.: BCPL/DIB/C&P/2013/C/003/AJD

15th June'2013

To,

The Bidder

**SUBJECT: PROCUREMENT OF 8 MT TRI-ETHYL ALUMINIUM (TEAL)
FOR BCPL, LEPETKATA, ASSAM**

TENDER NO.: BCPL/DIB/C&P/2013/C/003/AJD

Dear Sir,

Brahmaputra Cracker and Polymer Limited(stands for BCPL) invites for submission of Tender from eligible bidders for supply of item(s) against subject tender for its Petrochemical Plant, Lepetkata,Dibrugarh, UNDER TWO BID SYSTEM as per technical specification, scope of supply and other terms and conditions as enclosed with this document and on following salient terms and conditions:

1.0 Salient Features of Tender Document:

(A)	ITEM/SCOPE OF SUPPLY	TRI-ETHYL ALUMINIUM (TEAL) as per Scope of Supply of Tender Document, as enclosed.
(B)	MODE OF TENDERING	Limited International Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.
(C)	BID DOCUMENTS AVAILABLE ON WEBSITE	From 9.00 hrs on 17/06/2013 on www.gaitenders.in & www.bcplonline.co.in
(D)	TENDER FEE	Not Applicable
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	For Indian Bidders: Rs.61000.00 (Rs. Sixty One Thousand Only) For Foreign Bidders: US\$ 1057 (US\$ One Thousand Fifty Seven Only)
(F)	DELIVERY PERIOD	Please see Special Conditions of Contract (SCC)

Regd. Office: Hotel Brahmaputra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam

Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

(G)	DATE OF PRE-BID MEETING	01/07/2013(15-00 HRS) at BCPL, Lepetkata, Assam
(H)	VENUE FOR PRE-BID MEETING & OPENING OF UN-PRICED BIDS	Brahmaputra Cracker and Polymer Ltd Central Ware House, PO Lepetkata, Dibrugarh, Assam. India. PIN-786006
(I)	LAST DATE & TIME OF BID SUBMISSION	26/07/2013 (14-30 Hrs) (Tender must be submitted within above stipulated date and time)
(J)	DATE & TIME OF UN-PRICED BID OPENING	26/07/2013 (15-00 Hrs)
(K)	BID EVALUATION CRITERIA (BEC)	Please see Appendix-I to IFB
(L)	REJECTION CRITERIA	Please see Special Conditions of Contract (SCC) (Bid with any deviation/modification/stipulation to rejection criteria, shall be rejected)
(M)	ALTERNATE CONTACT PERSON(S)	Mr. Arun Jyoti Dutta, Dy. Manager (C&P) email: ajdutta@bcplindia.co.in +91-373-294611/+91-9435736432 Mr. B J Barman, Sr. Officer (C&P) email: bhaskar.barman@bcplindia.co.in +91-373-2914609/+91-9954195756

N.B.: Bids sent through Fax or E-mail will not be acceptable. If any of the dates/days specified at 1 (G), (I) & (J) above happens to be a holiday in BCPL, thenext working day shall be implied.

2.0 Complete Tender Document and Price Schedule/Schedule of Rates are available on BCPL's website www.bcplonline.co.in and GAIL's website <http://www.gailtenders.in> Corrigendum(s) and Record Notes of pre-bid discussions, if any, shall also be available on the referred web sites, and its bidder(s) responsibility to check website regularly.

3.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20%of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.

- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

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

4.0 PRE-BID MEETING (PBM)

- a) The Bidder(s) or his official representative, are invited to attend a pre-bid meeting on date, time and venue specified above, however such bidder(s) must submit requisite tender fee before commencement of pre-bid meeting. **(Not applicable in this Tender)**
- b) The bidder is requested to submit clarifications/questions in the format (Format F3 refers) provided herewith by e-mail/courier so as to reach BCPL at least three (03) days before the pre-bid meeting. These questions shall be replied during the pre-bid meeting.

The bidder attending pre-bid meeting/conference, must submit tender fee before commencing pre-bid meeting.

- c) Corrigendum(s) and Record Notes of pre-bid discussions, if any, shall also be available on the referred web sites and its bidder(s) responsibility to check website regularly for such updates.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

5.0 SUBMISSION OF BIDS:

The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

- ❖ **PART-I: UN-PRICED/TECHNO-COMMERCIAL BID**
[Refer clause no. 10 of ITB of Tender Document]

The "Un-Priced Bid" must contain all technical and commercial details as mentioned in tender document, other than the rate with the following:

- (a) All technical and commercial details other than the rate (refer clause no. 10 of ITB)
- (b) Documentary evidences towards "Bid Evaluation Criteria [BEC]" and other documents sought under this Tender Document (Refer Appendix –I of IFB).

❖ **PART-II: PRICE BID /PRICE SCHEDULE**

[Refer clause no. 10 of ITB of Tender Document]

It should contain only the "Price Schedule" complete with rates duly filled in and no terms and conditions should be entered in the "Price Bid". The "Price Bid" containing any new / fresh condition [not mentioned in the "Un-Priced Bid"] shall be liable for rejection.

❖ **PART-III: EARNEST MONEY DEPOSIT/BID SECURITY**

[Refer clause no. 10 of ITB of Tender Document]

It should contain only the "copy of EMD/BG/LC" and no terms and conditions and document(s).

Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". BCPL shall not be responsible if bidder is not able to submit the bid on time.

6. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY:

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL (India) Limited, payable at State Bank of India, Dibrugarh(Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee 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 the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks 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 a letter head.

Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non availability of copy of EMD in bid in technical bid will be rejected.

7.0 DOCUMENTS AGAINST BEC:

The bidder is required to read BEC carefully and ensures to furnish complete documentary evidences towards meeting BEC, as bid(s) of only those bidders who meet BEC in totality will be considered for further evaluation.

The PO/Work Order executed by bidder for his own/subsidiary concern shall not be considered for the purpose of meeting the experience criteria of BEC. However, job executed for subsidiary /fellow subsidiary/holding company will be considered as experience for the purpose of meeting

BEC subject to submission of tax paid invoice(s) duly certified by statutory auditors of the bidder towards proof of statutory tax in support of job executed for subsidiary /fellowsubsidiary/holding company. Such bidder to submit these document(s) in addition to the documents specified in the bidding document to meet BEC.

All the above documents are required to be submitted in support of meeting the experience criteria of BEC.

8.0 SUBMISSION OF CRITICAL DOCUMENTS DULY ATTESTED:

The bidders are required to submit the copies of following documents duly attested:

- a. In case of Foreign bidders, if the required documents for establishing the qualification criteria, such as purchase order, inspection release note etc. are not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce along with the original purchase orders, inspection release note etc. with the un-priced bid.
- b. Audited financial statements, including balance sheets, profit & loss account statements required as per (Financial). In case of foreign bidder, if duly audited balance sheets, profit & loss account statement, etc., are not in English language, then the English translation copy of the same shall be furnished duly certified, stamped and signed by Local Chamber of Commerce along with the original balance sheets, profit & loss account statements etc. with the un-priced bid.

However, certification by an official authorized for this purpose in Indian Embassy / High Commission in bidder's country shall be acceptable in lieu of the above. For bidders from member countries of Hague Convention, 1961, certification by „Apostille“ of bidder's country shall also be acceptable.

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.

9.0 Bids complete in all aspects must reach above address before last date of submission.

Dy. General Manager (C&P)
Central Ware House,
Brahmaputra Cracker and Polymer Limited
P.O. – Lepetkata
Dist - Dibrugarh (Assam.), Pin – 786006

10. ZERO DEVIATION:

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL may not seek confirmations / clarifications from the bidders. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed and as mentioned in the tender document.

In addition to above, bid with any deviation/modification to critical clauses & Rejection Criteria (refer Section-IV SCC) of bidding document shall be categorically rejected, without any clarification.

11. All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

12. EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT. In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

13. TECHNICAL SPECIFICATION:Refer SECTION VI.

14. GUARANTEE/WARRANTY:REFER SPECIAL CONDITION OF CONTRACT-SECTION IV of TENDER.

BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL.

Thanking You,

Yours faithfully,
for BCPL (India) Limited

(Arun Jyoti Dutta)

Dy. Manager (C&P)

email: ajdutta@bcplindia.co.in

+91-0373-2914611/+91-9435736432

Appendix –I to IFB**EXPERIENCE CRITERIA:**

1. Bidder should be MANUFACTURER of TRI-ETHYL ALUMINUM or Authorized Dealer/Distributor of the manufacturer. In case bidder is an Authorized Dealer/Distributor, duly attested copy (**by Gazetted Officer / notary public**) of valid authorization certificate issued directly by the manufacturer, should be submitted with bid.
2. The bidder must have supplied minimum 4000 kg of Tri-ethyl Aluminum to any PSU/reputed private sector organization against one single contract/order in any of the preceding 7 years to be reckoned from the date of un-priced bid opening. Bidders are required to submit duly attested copies (**by Gazetted Officer / notary public**) of purchase order and proof of completion like Completion certificate/inspection note/ copy of invoice along with proof of payment certificate etc. mentioning P.O. reference no.
3. Bidder should fulfill both the criteria as above.
4. In case of **foreign bidders**, certification by an official authorized for this purpose in Indian Embassy / High Commission in bidder's country shall be acceptable. For bidders from member countries of Hague Convention, 1961, certification by "Apostille" of bidders country shall also be acceptable.
5. Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.

Note:

- (i) Copies of Letter of awards/POs and its completion certificate for the above works/Supplies must be enclosed.
- (ii) The Work/PO completed earlier than Seven years need not be submitted here.
- (iii) Failing to comply aforementioned instructions may lead to rejection of bid.

SEAL AND SIGNATURE OF BIDDER

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SECTION -II

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Scope of Bid:

1.1 The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described in Tender Document (Refer Technical Specifications and Scope of Supply and Price Schedule of Tender).

1.2 The successful bidder will be expected to complete the Scope of supply within the delivery period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tender/offer”, “bidding / tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders:

2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.

2.2 This Invitation for Bids is open to any bidder.

2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.4 If not covered in BEC, The bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.

2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.

2.7 The bidder is not put on holiday by BCPL or black listed by any PMCs of BCPL/Government Department/ Public Sector including BCPL.

3. One Bid Per Bidder:

A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

4. **Bid Evaluation Criteria:**

The Bid Evaluation Criteria (BEC) is as per IFB. The bids of only those bidders shall be considered for further evaluation and award who is meeting BEC in totality and have submitted sufficient documentary evident in support of meeting BEC.

5. **Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

6. **Content of Bidding Documents:**

6.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause

- Section I. Invitation for Bids
- Section II. Instructions to Bidders (ITB)
Instructions to Bidders (ITB) (Annexure-I to ITB)
- Section III General Conditions of Contract-Goods (GCC-Goods)
- Section IV Special Conditions of Contract & Shipping Instructions
- Section V Forms and Formats
- Section VI Technical Specifications & Scope of Supply
- Section VII Un-Price Schedule
- Section VIII Price Schedule

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (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 to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. **Clarification of Bidding Documents:**

7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than the date of **Pre-Bid meeting/10 days prior to the deadline (in exceptional case)** for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Purchaser, ten days prior to the bid due date, the same is liable to be considered as no

clarification/information required.

[All questions/queries should be referred to BCPL on or before scheduled date of pre-bid conference or 10 days before bid closing date. The questions/queries received by BCPL prior to pre-bid conference will be addressed in the pre-bid conference &no separate communication will be sent to bidders.]

8. Amendment of Bidding Documents:

8.1 At any time prior to the bid due date, the PURCHASER 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 issuing addenda/corrigenda.

8.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.

8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9. Language of Bid:

9.1 The bid prepared by the bidder as well as all correspondence /drawings and documents relating to the bid exchanged by bidder and the PURCHASER shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10. Documents Comprising the Bids:

Please read "Rejection criteria" and all other document of tender before submitting bid.

The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

❖ PART-I: UN-PRICED (TECHNO-COMMERCIAL BID)

The "Un-Priced Bid" must be complete with the following:

(A) 'Covering Letter' on Bidder's 'Letter head'

- (B) Tender Fee (Not applicable in this Tender)
- (C) Original EMD / Bid Security
- (D) Documents against BEC (Refer Appendix -1 to IFB)
- (E) Power of attorney (as per clause no.-2.1, Annexure-II, ITB)
- (F) Format of AGREED TERMS & CONDITIONS duly filled-in (Form F 12 A/B)
- (G) All other applicable Forms/formats duly filled-up in all respects (viz. F1,F2,F3,F6(A&B), F7, F8, F9, F13,F14, **F15 & F16 of Section-V of Tender** Document)
- (H) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes) duly signed and stamped towards proof of submission of prices as per price schedule in “Price Bid (Section VIII)” of Bid.
- (I) Technical specification sheet duly filled all desired information & signed
- (J) All technical and commercial details other than the rate/price
- (K) Complete Tender Document signed
- (L) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued

❖ **PART-II: PRICE BID [PRICE SCHEDULE]**

Priced Bid shall contain **only** rates/prices filled-in strictly in the “Price Schedule” format of the tender document, duly signed & stamped.

No stipulation, deviation, terms & conditions, presumption, basis or any documents etc. shall be stipulated / submitted in Priced bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

Bidders are advised NOT to mention Rebate/Discount separately, either in the Price Schedule format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule” and indicate the discounted unit rate(s) only.

If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction / discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

❖ **PART-III: EARNEST MONEY DEPOSITE [EMD]**

This section only contains copy of EMD and no other document(s)/conditions.

11. Bid Form & Price Schedule:

- 11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section (VII) & (VIII) of Bidding Document, indicating the required information for all the

goods to be supplied, a brief description of the goods, their country of origin and quantity.

12. Bid Prices:

12.1 The bidder shall indicate on the appropriate format for "Price Schedule" enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.

12.2 **Indian Bidders** shall indicate the following separately (as per Price Schedule, Section-VII, VIII)

A) Ex-works Price including packing and forwarding charges (such rate/price must include all costs as well as duties and taxes paid or payable on components & raw materials incorporated or to be incorporated in the goods and any other associated cost/charge applicable during currency of contract for which provision(s) are not made in price schedule format).

B) Excise Duty & Sales Tax (rates with concessional form/Form-C) which will be payable on the finished goods, if this contract is awarded. Cenvat Invoice to be submitted by Supplier for the said amount.

C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Purchaser will not issue/provide any Essentiality certificate for imports.

D) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL's account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL. Further, any statutory variation in the rate of customs duty within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to BCPL's account. In case of delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

E) Transportation charged from Vendor's works/go-down to BCPL Lepetkata.

NOTE: *Inland transportation, other local costs incidental to delivery of the goods to its final destination (FOT-site) shall be quoted by the Bidder. However, transit Insurance shall be arranged by Purchaser.*

12.3 **Foreign Bidders** shall submit prices separately for the following (as per Price Schedule - Section VII and Section VIII).

A) FOB port of shipment inclusive of all taxes, duties, storage charges & any other FOB charges etc. up to FOB port of Shipment basis.

12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms. In the event of Foreign bidder emerging as successful bidder, **the Order may be placed on FOB basis. However, Purchaser reserves the**

right to convert the Purchase Order from FOB basis to CFR basis within 45 days from the date of release of Purchase Order. Bidder is, therefore, required to keep CFR basis prices valid for 45 days beyond the date of Purchase Order.

12.5 Fixed Price: Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract and not subject to variation on any account except for variations permitted under 12.2(D) for domestic bidders. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

12.6 The delivery terms shall be interpreted as per INCOTERMS 2010.

13. Bid Currencies:

13.1 Domestic bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder.

13.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.

13.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 13.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

13.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation.

14. Documents Establishing Bidder's Eligibility and Qualification:

14.1 Bid Evaluation Criteria (As per IFB)

14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.

14.2 Bidders Eligibility Criteria

14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;

c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.

14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.

In case the information / document furnished by the vendor / contractor forming the basis of evaluation of his bid is found to be false / forge after award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor /contractor without any prejudice to the rights available to BCPL under the contract such as forfeiture of CPBG/security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Vendor/Contractor.

Further, such bidder/vendor/Contractor shall be put on Blacklist/Holiday list of BCPL debarring them from future business with BCPL.

15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.

15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:

- a) detailed description of the essential technical and performance characteristics of the goods;
- b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.

15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16. Period of Validity of Bids:

16.1 The bid shall remain valid for acceptance for Three (3) months from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.

- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.
- 17. EMD / Bid Security:**
- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker and Polymer Limited, payable at State Bank of India, LepetkataDibrugarh(India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.
- BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
- In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- The Bid Security submitted through BG/Letter of Credit shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16 of ITB.
- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-39 and furnishing the Contract Performance Guarantee pursuant to ITB

Clause-40.

- 17.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-39 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-40.0
 - iii) to accept correction of errors pursuant to ITB Clause-29.0
 - c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
 - d) if bidder is involved in fraudulent practice, submitted forged document or falls/wrong & incorrect information in the tender.
- 17.8 Bid Security should be in favour of BCPL and addressed to BCPL. Bid Security must indicate the **Bid Document number and the Subject of Tender** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in strictly the format provided in the Bidding Document, failing which bid shall be rejected at any stage.
- 17.9 For Domestic Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items upto the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.
- 18. Pre-Bid meeting:**
- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, ,Central Ware House, Lepetkata, Dist. Dibrugarh (Assam)** India on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- 19. Zero Deviation:**
- 19.1 Bidders to note that this is a **zero deviation tender**. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC-Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that BCPL may not seek any technical and commercial clarifications after the receipt of the bids. Bids with any deviation to the bid conditions shall be liable for rejection.

20. Agent/ consultant/ Representative/ Retainer/ Associate:

20.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.

20.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to BCPL. Such remuneration/commission will be paid by BCPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of BCPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/ Consultant/ Representative / Retainer /Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

20.3 Overseas bidder should send their bids directly and not through Agent/ Consultant/ Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting

out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to BCPL in advanced for scrutiny and acceptance or otherwise.

D. SUBMISSION OF BIDS

21. Sealing and Marking of Bids: Please refer IFB.

22. Deadline for Submission of Bid:

22.1 The PURCHASER may, at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for the submission of bids in which case all rights and obligations of the PURCHASER and the bidders, previously subject to the bid due date, shall thereafter be subject to the deadline as extended.

23. Modification and Withdrawal of Bids:

23.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

23.2 No bid can be modified after the deadline for submission of bids.

E. OPENING AND EVALUATION OF BIDS

24. Bid Opening:

24.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

1 The Purchaser will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 26 of ITB), at date, time as stipulated in IFB.

25. Process to be Confidential:

25.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the BCPL while processing the bid or award decision in any manner may result in rejection of such bid(s) and BCPL may initiate action against such bidders as deemed fit including putting them on "Holiday List".

26. Contacting the Purchaser

26.1 From the time of the bid opening to the time of the release of order, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.

27. Preliminary Examination of Bids:

27.1 Techno-Commercial Bid Evaluation

27.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

27.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For

purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.

27.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids do not contain any exception to the conditions and stipulations of the Bidding Documents shall be opened.

27.1.4 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

27.2 Requisite forms contain all necessary information including those required for meeting qualifying criteria stipulated in the Bidding Document.

28. Priced Bid Opening:

28.1 The Purchaser shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.

28.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.

28.2 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

29. Arithmetic Corrections:

The bids will be checked for any arithmetical errors as follows:

29.1 In case of any discrepancy between prices in words and prices in figures, the rate corresponds to the amount worked out by the bidder (by multiplying the quantity and rate) shall be taken as correct and shall be valid and binding.

29.2 When the unit rate quoted by the bidder in figures and words tallies but the amount is incorrect, the unit price alone shall be considered valid and binding on the Bidder.

29.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purpose.

If the bidder does not accept the correction of errors as above, its bid will be rejected and the bid security will be forfeited.

30. Conversion To Single Currency:

To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to priced bid opening.

31. Evaluation and Comparison of Bids:

31.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 27 and as per provisions mentioned in the SCC of tender document.

31.2 Refer Bid Evaluation Criteria mentioned in SCC of this tender document.

31.3 Bids not conforming to Bid Evaluation Criteria and technical specifications/requirements shall be rejected.

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

32. Domestic Preference: Domestic price preference shall be allowed as per Govt. instructions in vogue.

33. Purchase Preference:

Purchase preference to Central Government Public Sector Undertaking shall be allowed as per Government instructions in vogue.

F. AWARD OF CONTRACT

34. Post Qualification:

34.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

34.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the PURCHASER deems necessary and appropriate.

34.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

35. Award Criteria:

35.1 Subject to ITB Clause 27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

36. PURCHASER's Right to Vary Quantities at Time of Award:

PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

37. PURCHASER's Right To Accept Any Bid and To reject Any or All Bids:

PURCHASER 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 the PURCHASER'S ACTION.

38. Notification of Award / Fax of Acceptance:

38.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent/ Fax of Acceptance will constitute the formation of the Contract.

38.2 Delivery shall be counted from the date of notification of award / Fax of Intent/ Fax of Acceptance.

38.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-40, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

39. Acceptance ofPurchase Order:

PURCHASER will issue the Purchase Order to the successful bidder(s), who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.

40. Performance Guarantee:

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent/ Fax of Acceptance from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The amount towards performance guarantee shall be in the currency of the Contract.

40.2 The performance guarantee shall be for an amount indicated in "Technical Specifications & Scope of Work" of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This 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 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 as stated in Clause-12 of General Conditions of Contract (GCC-Goods).

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

41. Income Tax Liability:

41.1 The bidder will have to bear all income tax liability, if any both Corporate as well as for his personnel.

42. Performance Rating & Evaluation:

In case of successful bidder, performance of bidder/supplier shall be evaluated with respect to reliability on performance (viz., acceptance of PO, submission of PBG, test certificate, other documents required, attending complaints/ after sales/ services/ response to purchaser's correspondence etc.) within specified time limit, delivery/completion performance and quality performance (viz., rejection/defects/quantity failed/ deviation to specifications/scope of supply/work etc.).

Based on evaluated index of supplier, BCPL may decide whether the supplier is to be considered for future tendering/blacklisting/holiday etc.

Detailed guidelines in this matter are available with purchase officer. If required, bidder(s) may obtain the same against written request.

43. Corrupt or Fraudulent Practices:

43.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

- a) defines, for the purposes of this provision, the terms set forth below as follows :
 - i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

43.2 COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe / influence or give undue / unlawful benefit to anyone to gain undue advantage in dealing with BCPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The Counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.

- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe / favor or any illegal gratification / payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any BCPL associate.
- IV) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

43.3 VIOLATIONS & CONSEQUENCES:

- i) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact programmed ring bidding process, their entire Earnest Money Deposit / Bid Security, would be forfeited and in addition, they may be blacklisted from the BCPL business in future.
- ii) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. BCPL would forfeit the security deposits, encash the bank guarantee(s) and other payments payable to Counterparty in such cases.
- iii) Subject to satisfaction of the Independent External Monitor, BCPL may ban / blacklist / put on holiday and exclude the Counterparty from future dealings until BCPL is satisfied that the Counterparty shall not commit any such violation in future.
- iv) In addition, of above, BCPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may impose exemplary cost for the same.
- v) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

SECTION- III

General Conditions of Contract-Goods (GCC-Goods)

General Conditions of Contract-GOODS

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1. Definitions

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

1.0 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.1 CONSULTANT *[if engaged]* shall mean M/s.having its registered office at..... The term consultant includes successors, assigns of M/s.

1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.

1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.

1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.

1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.

1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the

Contract together with modifications and/or revisions thereto.

1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

1.13 PURCHASER shall mean BCPL (INDIA) LIMITED (BCPL) having its registered office at 16, BHIKAJI CAMA PLACE, R.K.PURAM, NEW DELHI-110066 (INDIA). The term PURCHASER includes successors, assigns of BCPL.

1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities
Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and

check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2. Seller To Inform

The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3. Application

3.1 These General Conditions of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4. Country of Origin

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be

furnished.

5.9 Specifications, design and drawings issued to the SELLER alongwith IFB and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.

6. Standards

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7. Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.

b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.

d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.

e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8. Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.

9. Modification In Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or

supplemental to CONTRACT.

10. Use of Contract Documents & Information

10.1 The Seller shall not, without the PURCHASER's/CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11. Patent Rights, Liability & Compliance of Regulations

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12. Performance Guarantee

12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13. Inspection, Testing & Expediting

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical

Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 SELLER shall place at the disposal of the

INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details

of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of SELLER's time schedule shall be sent to PURCHASER.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart/Monthly Report

14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart

will be forwarded together with the time bar chart alongwith CONTRACT confirmation.

14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT,

PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

15. Delivery & Documents

Delivery of the GOODS shall be made by the SELLER in accordance with terms specified

in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

Delivery shall be deemed to have been made :

In the case of FOB, CFR& CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16, Transit Risk Insurance

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency

against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

16.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser.

Insurance Requirements :

Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BCPL.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by BCPL.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.

PURCHASER's Insurance Agent :

[The name and address-as mentioned under SCC]

17. Transportation

Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18. Incidental Services

The Seller may be required to provide any or all of the following services:

Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

Furnishing tools required for assembly and/or maintenance of the supplied Goods:

Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.

Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules.

19. Spare Parts, Maintenance Tools, Lubricants

Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warrantee obligations under the Contract, and 19.1.2 In the event of termination of production of the spare parts:

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :

The construction, execution and commissioning, 2 years operation and maintenance.

Spare parts shall be new and of first class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

Type and sizes of bearings shall be clearly indicated.

Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

Lubricants

Whenever lubricants are required, Seller shall

indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given. Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as

promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/CONSULTANT shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT

set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

21. Terms of Payment

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.

For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.

Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

No interest charges for delay in payments, if any, shall be payable by PURCHASER.

In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself.

Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22. Prices

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of

any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23. Subletting & Assignment

The contractor shall not without previous consent in writing of the PURCHASER authority, 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.

24. Time As Essence of Contract

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

25. Delays In The Seller's Performance

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26. Price Reduction Schedule For Delayed Delivery

Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total individual order price shall be reduced by ½ % (half percent) of the total individual order value per week of delay or part thereof subject to a maximum of 5% (five percent) of the total individual order value.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the

actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27. Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER/CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

28. Termination of Contract

28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL (India) Ltd. Against any type of tender nor their offer will be considered by BCPL against any ongoing tender (s) where contract between BCPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by BCPL (India) Ltd. to such VENDOR.

28.2 Termination for Insolvency

The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the

CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29. Force Majeure

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay

attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30. Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of New Delhi.

Arbitration

reasonable time shall be referred to Arbitration by a sole arbitrator.

The PURCHASER (BCPL (India) Limited) shall suggest a panel of three independent and distinguished persons to the

Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings.

31. Governing Language

The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction

to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32. Notices

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34. Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their

authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35. Permits & Certificates

SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36. General

36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to

recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER/CONSULTANT shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any)

Paragraph heading

The paragraph heading in these conditions shall not affect the construction thereof.

37. Import Licence

No import licence is required for the imports covered under this document.

38. FALL CLAUSE

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations⁴¹ including the Purchaser or any Deptt. Of Central Govt.

or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority alongwith each bill for payment for supplies made against this order:-

“I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the BCPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the BCPL under the order.”

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a),(b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier..

39. **Publicity & Advertising**

Seller shall not without the written permission of PURCHASER/Consultant make a reference to PURCHASER/Consultant or any Company affiliated with PURCHASER/Consultant or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40. **Repeat Order**

40.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

41. **Limitation of Liability**

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

Tender DocumentNo :
Tender for

BCPL/DIB/C&P/2013/C/003/AJD
:PROCUREMENT OF 8MTTRI-ETHYL ALI MINUM (TEAL) FOR BCPL, LEPETKATA

Section IV

Special Conditions of Contract & Shipping Instructions

SPECIAL CONDITIONS OF CONTRACT (SCC)**ANNEXURE – I**

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, specifications/data sheet/drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1. Specification of TEAL:

Process Chemical: **Tri-Ethyl Aluminum**

Application: Catalyst component for the production of polyolefin.

- CAS No. : 97-93-8
- Formula : $(C_2H_5)_3Al$
- Molecular Weight : 114.2
- Appearance : Clear Colourless Liquid
- Density : 0.83 – 0.84 g/cm³ at 25 °C
- Aluminum content : 22.9 – 23.6 % wt.
- Tri ethyl aluminum : 94.0 – 98.2 % wt.
- Tri-n-butyl aluminum : 1.0 – 5.0 % wt.
- Hydride as AlH_3 : 0.1 – 0.8 % wt.

Note: The manufacturer shall analyze the aluminum content, tri-ethyl aluminum content and impurities for each lot and report the analytical results.

2. Delivery Schedule & Supply period:

8,000 Kg quantity of **Tri-Ethyl Aluminum** shall be supplied in two lot with a gap of three (3) months.

For Foreign bidders:	4 months from the date of placement of PO on FOB Port of Shipment basis.
For Indian Bidders :	5 Month from the date of placement of PO on dispatch point basis.

In case order is awarded on 'FOB' basis, wherein the sea shipment is arranged by BCPL's nominated freight forwarder, the date of intimation of readiness of the material by the SELLER to BCPL/their nominated freight forwarder shall be reckoned as date of delivery (duly supported by documentary evidence), for the purpose of calculation of PRS. In case order is awarded on 'CFR Kolkata' basis, date of Bill of Lading shall be considered as date of delivery.

However, for indigenous supplier the date of LR shall be considered as date of delivery for consideration of PRS.

Further, in case the order subsequently amended from 'FOB' basis to 'CFR' basis, the delivery period shall be reckoned from the date of order amendment.

Notwithstanding the above clauses, BCPL reserves the right to order part quantity at its own discretion at the time of award of order.

However dispatch to be done only after intimation by BCPL. The vendor may quote rate with a validity period till April' 14.

3. Packing:

The quantity per lot shall be determined / adjusted according to the standard packing size / container size offered by the bidder. Packing of 1200Kg (net weight, container) is to be ensured. Total quantity to be ordered shall be adjusted according to the nearest total tendered quantity of 8,000 Kg based on the offered lot size of bidder.

4. Guarantee/Warranty:

Confirmation that the GOODS shall be guaranteed against non-conforming specifications / quality for a period of 12 months from the date of dispatch of each lot. If at any point of time, material is not found suitable for use or is found to be of inferior quality, the material shall be taken back by SELLER at its own cost and material to be replaced immediately.

5. Price Basis:

The price quoted by foreign bidders shall be inclusive of return freight and marine insurance charges of the empty cylinders. The price quoted by domestic bidders shall be inclusive if return freight and insurance charges of the empty cylinders.

6. Inspection / Certificate Of Analysis:

Necessary test certificate conforming to the quality of the TEAL (TRI-ETHYL ALUMINUM) as per the specification to be provided as a part of dispatch document. Certificate of Analysis should be in line with BCPL's required specification.

7. Demurrage free period (DFP):

- Foreign Bidders: DFP of minimum 240 days

The DFP is to be reckoned from the 'Date of B/L of filled cylinders upto date of B/L of empty cylinders'.

- Domestic bidders: DFP of minimum 90 days

The DFP is to be reckoned from the 'date of L/R of filled cylinders upto the date of L/R of empty cylinders'.

Documents required

- I. Technical datasheet of offered product.
- II. Storage safe handling procedure & Material safety data sheet (MSDS).

8. FIRM & FIXED PRICES:

The price quoted by the bidders shall remain **FIRM** and **FIXED** till complete execution of order/contract period, whichever is earlier. Non-submission of FIRM & FIXED prices is a 'REJECTION CRITERIA' of tender.

9. PERFORMANCE GUARANTEE (PG/CPBG/PBG):

The successful bidder, within 15 days of the receipt of order/FOA, will be required to submit Performance Guarantee for 10% of the total order value (excluding taxes and duties) in the form of Bank Guarantee/Irrevocable Letter of Credit issued by 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 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.

The validity of Contract cum Performance Bank Guarantee shall be for 90 days beyond guarantee/warranty period of the goods supplied. Also, for all other applicable terms to above, refer clause no. 12 of General Conditions of Contract (SECTION III).

10. TERMS AND MODE OF PAYMENT**For Domestic Bidders:**

100% payment with full taxes and duties and transportation charges shall be done within 30 days of receipt and acceptance of goods at site.

For Foreign Bidders:

- i) 100% payment of net FOB/CFR (as the case may be) value for the goods shipped of complete lot less Indian agent commission (if any), shall be made against presentation of required original shipping documents drawn under & in accordance with the terms of this order through "Cash Against Document (CAD)/DP at Site or through normal banking channels by establishing an irrevocable and unconfirmed letter of credit. If confirmed LC is required by the bidder/seller, the confirmation charges shall be to seller's account.
- ii) Letter of credit shall be established after receipt of Performance Guarantee for 10% of total Order value.

11. INSPECTION /CERTIFICATE OF ANALYSIS:

- i. The material shall be supplied as per the technical specifications sheet attached.
- ii. Each lot shall be accompanied by a Certificate of Analysis (COA) by the manufacturer.

12. REJECTION CRITERIA:

Bidders are advised to submit their bid strictly as per the terms and conditions of the bid document. In the event of deviation(s) stipulated by the bidder their bid shall be considered incomplete/non-responsive and the bid shall be liable for rejection. The following shall constitute REJECTION CRITERIA for this tender and bid may be summarily rejected if any

deviation (s)/Stipulation/modification to these conditions found in bid –

- i) Non-submission of EMD
- ii) Bid Validity lesser than specified period in tender
- iii) Non-acceptance of delivery period
- iv) Request for advance payment, for payment terms please refer Clause No 14 of SCC.
- v) Non acceptance of Guarantee /Warranty
- vi) Non-submission of Firm and Fixed Price
- vii) Non-submission of rate as per requirement of price schedule format (i.e. with all desired break-up i.e. FOB & CFR Rate for foreign bidders and Ex-works, taxes, duties, freight etc for Indian Bidder)
- viii) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.
- ix) Any deviation to scope of supply, specification etc.
- x) Non-submission of Security Deposit/ Performance Bank Guarantee.
- xi) Non-acceptance of Price Reduction Schedule.

13. **EVALUATION OF OFFERS:**

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each item(s):

1. **Indigenous/Domestic Bidder:** The evaluated price of domestic bidder shall include the following:

1. Ex-works price quoted by the bidder (with customs duty on imported raw materials and component)
2. Packing & Forwarding (if any)
3. Excise Duty, Educational cess (if any)
4. Sales tax with (against form C) or without concessional Form / VAT
5. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
6. Commercial/Technical loading, (if any)

The rate of ED & Cess, CST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

Domestic bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail cenvat benefit.

- (B) **Foreign Bidders:** The evaluated price of foreign bidder shall include the following:

1. CFR price quoted by bidder including Marine freight (from port of exit to Port of entry i.e. Kolkata) [*Both FOB & CFR prices to be indicated by the bidder separately in the price schedule*].
2. Marine Insurance @ 1% of FOB price.

3. Landing charges @1% of CIF Kolkata price
4. Customs Duty and Educational cess (if any)
5. CVD and Educational cess (if any)
6. Special additional duty (as applicable)
7. Any other additional import duty (if any).
8. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
9. Commercial/Technical loading, (if any)

The rate of import duty (basic custom duty, CVD, SAD etc.) considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

(C) The evaluated price of all the domestic bidders and foreign bidders as above shall be compared together to arrive at the lowest offer as per given below:

i) WHERE INDIGENOUS & FOREIGN BIDS EXIST:

The comparison between indigenous & foreign offers shall be done as enumerated at (A) & (B) above. If lowest bidder happens to be Indian Bidder, all the Indian bidder(s) price will be evaluated as per (iii) below and final L-1 bidder will be considered for award.

ii) WHERE ONLY FOREIGN BIDS EXIST:

The comparison shall be done based on CFR value arised at CFR-Kolkata.

iii) WHERE ONLY INDIGENOUS BIDS EXIST:

F.O.T. site basis inclusive of all duties and taxes and freight up to Lepetkata site + Commercial/Technical loading, (if any).

iv) In case where only domestic bids are to be evaluated, the comparison shall be made as enumerated at (A) above for Domestic Bidders plus inland freight charges from point of dispatch uptoLepetkata site

The foreign bidders are required to quote FOB and CFR prices strictly as per the price schedule of tender document. However, BCPL may finalize the order on FOB or CFR basis, at the sole discretion of BCPL. In order to obtain clearance from the Ministry of Surface Transport, Govt. of India to convert the order from FOB to CFR basis (if required), the foreign bidders are required to keep the CFR prices valid for 45 days beyond the date of Order.

Note:

- (i) Foreign Bidder's prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India on the working day prior to Priced Bid Opening for the purpose of evaluation of prices.
- (ii) The Domestic bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail cenvat benefit.

- (iii) Purchaser will issue concessional forms to Indian Bidders for availing concessional rate of Sales Tax both for Central and or State Sales Tax, thus sales tax quoted by the bidder must be indicated in Price Schedule considering issuance of Form -C.
- (iv) If there is statutory change in taxes, duties; for the purpose of evaluation, the prevailing rates of taxes and duties (including Customs duty and other import duties) as applicable on final bid due date of submission of Un-priced bids shall be considered. However, order shall be issued based on the prevailing rates of taxes and duties as applicable as on date of issuance of order. For domestic bidders, in case of any statutory increase in rate of Excise duty (i.e. ED & Cess in finished products and not the CVD/ED on raw material) and Sales Tax/VAT, except due to change in turnover of bidder; within the Contractual delivery period shall be borne by BCPL.
- (v) Bidder must furnish all break-up of quoted rates in price schedule format, If any data/detail is left blank, the same shall be considered included in the quoted price. If charges for Freight is mentioned by Indian Bidder as "extra at actual"/"To pay basis" etc., **such bids shall not be considered for further evaluation, as price comparison of such bid is not possible.**
- (vi) Any other charges, taxes, duties etc. applicable till complete execution of purchase order, if provisions for which is/are not made in Price Schedule format or in tender document, shall be considered included in the price schedule.
- (vii) Order on lowest evaluated Indian bidder (**item-wise basis**) will be placed on FOT Site basis.

14. LOADING CRITERIA FOR BID EVALUATION:

In the event of following specified deviations to the terms & conditions of the Bid Document, loading of the bidders prices shall be done as under:

Payment Terms :

- i) As per tender- Nil
- ii) In case payment terms is upto 90% payment through bank against dispatch documents (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of materials at site- 2%.
- iii) Any other terms-rejection

Submission of SD-cum-CPBG

- (i) If bidder accepts SD-cum-CPBG clause as per tender - No Loading
- (ii) If bidder agrees to submit SD-cum-CPBG for a percentage 'X' of total order value, then price shall be loaded by (10-X)%
- (iii) If bidder do not accepts CPBG clause of tender – Loading of max 10%

Note: Loading shall be done on the derived 'FOB' price for foreign bidder and derived 'Ex-works' price for domestic bidder.

15. PRICE REDUCTION SCHEDULE (PRS):

The supplies are to be made strictly as per the dates indicated in the schedule given in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction @0.5% of the value of undelivered quantity per week subject to a maximum (ceiling) of 5% of total order value will be applicable. The value referred in PRS clause excluding taxes and duties. Clause nos. 26.2 & 26.3 of General Conditions of Contract-Goods shall also apply.

16) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
- ii) Instruction to Bidders
- iii) Special conditions of contracts (Goods)
- iv) General conditions of contracts (Goods)

17. Dispatch Documents: The despatch documents shall comprise the following:

a) Foreign Bidders

- (i) Invoice (Original)
- (ii) Bill of Lading
- (iii) Packing list
- (iv) Certificate of Origin (issued/endorsed by relevant Chamber of Commerce)
- (v) Certificate Analysis/Test Certificate as per clause no. 9 above.
- (vii) Copy of fax containing details furnished to Insurance Company at the address given in order.

b) Domestic Bidders

- (i) Commercial Invoice (Original)
- (ii) Original Excise invoice for buyer (if applicable)
- (iii) Challan
- (iv) Original LR
- (v) Test Certificate as per clause no. 9 above.
- (vi) Fall Clause Certificate (Not applicable in this Tender)
- (vii) Copy of fax containing details furnished to Insurance Company at the address given in order

18. PACKING, MARKING AND SHIPPING INSTRUCTIONS

- i) All materials shall be supplied with proper wrapping & packing, so that they shall be preserved in original condition during transportation, handling and outside condition of storage at site. Complete "Preservation Specification" shall be supplied by the bidder along with the assemblies.
- ii) The packing shall be sea-worthy and openable for dockside inspection. Flanged and machined surfaces shall be specially protected. (Applicable for Foreign seller)

iii) Applicable “Packing, Marking and Shipping Instructions” are attached herewith.

Enclosures:

Following annexure shall form part of this Special Conditions of Contract wherever applicable:

- i) Packing, Marking and Shipping instructions (for indigenous material)
- ii) Packing, Marking and Shipping instructions (for imported material).

Appendix-II
PACKING, MARKING AND SHIPPING INSTRUCTIONS
(For Indigenous Material)

1.0 PACKING

- 1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner so as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for shipments.
- 1.2 Fragile articles should have special packing materials depending on type of materials.
- 1.3 Pipes shall be packed as under:
- a) Up to 50 mm NB in Wooden cases/crates
 - b) Above 50 mm NB and up to 100mm NB in Bundles and the bundles should be strapped at minimum three places
 - c) Above 100mm NB in loose
Individual cases / bundles must contain the pipes of same size and length. Ends should be capped.
- 1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.
- 1.5 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.6 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.7 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.8 All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.9 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.10 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.11 Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.12 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

2.0 MARKING

- 2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Purchaser: BCPL (India) Ltd.

Destination:

Purchase Order No.....

Net Wt.Kgs.Gross Wt.Kgs

DimensionsXXCM

Package No. (S. No. of total packages)

Seller's Name

- 2.3 Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.4 In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3.0 SHIPMENT

- 3.1 Despatch of materials shall be made in accordance with the relevant terms of the purchase order. Any change in mode of transport shall be restored to only after prior approval in writing. Seller shall ensure despatch of equipment/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

3.2 Shipment by Road

- a) The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable bank-approved transport company unless otherwise the transport company is named by PURCHASER..
- b) The Seller ensure with Transport Company the delivery of materials within a responsible transit period. SELLER shall also obtain from Transporter's particulars of Lorry number, Transporter's challan number, destination of Lorry (if transshipment is involved), Transporter's Agent at destination, if any etc. and intimate the same Purchaser.

All materials must be despatched through PURCHASER'S nominated transporters, list of which may be obtained from the PURCHASER prior to despatch.

3.3 Shipment by AIR

Wherever SELLER is instructed by PURCHASE/CONSULTANT to air-freight any material, the SELLER shall take prompt action for the same. Immediately after air shipment is effected, the seller shall intimate by Fax/E-mail, the details of airway bill number and date, flight number, number of packages etc. to the Purchaser.

3.4 Destination

The consignments should be despatched as indicated in bid document/purchase Order

4.0 SHIPPING DOCUMENTATION

4.1 All documents shall be in English Language.

4.2 Advance Information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, values, purchase order number, date of despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway bill number and flight details by way of FAX/E-mail to Purchaser.

4.3 Transmission of Despatch Documents

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the purchase order, either negotiate through Purchaser's bankers or forwarded direct by Registered post, the railway receipt/consignment note/Airway bill to the purchaser at project site accompanied by the original Invoices, packing lists and challan.

The SELLER shall be responsible for any clearance of the consignment at destination and consequent wharfage/ demurrage, if any, due to delay in transmittal of the erailway receipt, consignment note/Air way bill. Copies of such despatch advise together with copies of invoices and packing list shall be simultaneously sent to PURCHASER.

5.0 SHIPPING INFORMATION

Consignee:

Destination:

Purchaser's Bankers:

Paying Authority:

(Above details shall be provided in the Purchase Order.)

5.0 Transit Risk Insurance

All equipments/ materials will be insured for transit risk by PURCHASER unless otherwise specified. The insurance cover will be provided from warehouse-to-warehouse.

Appendix-III

PACKING, MARKING AND SHIPPING INSTRUCTIONS**(For Imported Material)****1.0 PACKING**

- 1.1 Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2 Fragile articles should have special packing materials depending on type of materials.
- 1.3 Pipes shall be packed as under:
- Up to 50 mm NB in Wooden cases/crates
 - Above 50 mm NB and up to 100mm NB in Bundles and the bundles should be strapped at minimum three places
 - Above 100mm NB in loose
Individual cases / bundles must contain the pipes of same size and length. Ends should be capped.
- 1.4 Pipes/tubes of stainless steel, copper etc., shall be packed in wooden cases irrespective of sizes.
- 1.5 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.6 All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.7 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.8 All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.9 Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.10 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.11 Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.12 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in water proof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

2.0 MARKING

2.1 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

Purchaser: BCPL (India) Ltd.
Destination:

Purchase Order No.....

Net Wt.Kgs.Gross Wt. Kgs

DimensionsXXCM

Package No. (S. No. of total packages)

Seller's Name

2.2 Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.

2.5 In case of bundles or other packages wherever marking can not be stenciled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

9. Country Of Origin Of Goods:

A certificate to this effect shall be part of shipping documents.

10. Shipping Documents: (for overseas supplier)

The shipping documents shall comprise the following –

1. Commercial Invoice (Original)
2. Bill of Lading
3. Packing List
4. Test Certificate/Certificate of Analysis
5. Certificate of Country of Origin
6. Certificate towards product warranty.

For indigenous supplier the following documents shall be part of negotiable document:

1. Commercial Invoice (Original)/Excise invoice in triplicate.
2. Challan
3. LR/Consignee copy
4. Packing List
5. Test Certificate/Certificate of Analysis
6. Warranty certificate.

11. Transit Insurance:

Transit Insurance shall be arranged and paid by the Purchaser. The supplier shall send advance intimation of shipment for this purpose & detailed addresses of our underwriter as below:

Name of the officer concern: J. C. Ghosh
Sr.Divisional Manager
M/s National Insurance Co. Ltd.,
R.K.Bordoloi Path, Dibrugarh-786001,
State- Assam (India)
Tel. No.: 91+373-2326339/2324409(Fax)
Mobile No.: 91+9435331112
E-mail: JC.Ghosh@nic.co.in
(POLICY NO. 200300/44/09/5050000001)

12. Billing And Documentation:

Immediately after shipment, two sets of non-negotiable shipping documents is to be sent at following address:

Dy. General Manager(C&P)
Central Ware House Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
E-Mail:bhaskar.barman@bcplindia.co.in
Ph no: +91 373-2914611
Mob: +91 9954195756.

Note: The Bill of Lading, Invoice and Packing list specifically must show full details of the contents indicating country of origin, consignee name and all other particulars. The invoice must show item description, unit rate and total prices.

NEGOTIATION OF SHIPPING DOCUMENTS

- a) In case of negotiation thru Bank, i) overseas vendor shall negotiate the shipping documents thru Bank within 10 days of shipment for sea-shipment and 3 days of shipment for air-shipment. In case of direct documents, the vendor shall send the documents to BCPL immediately after shipment. (ii) Indigenous vendor shall send the documents to BCPL immediately.
- b) Vendor shall send non-negotiable documents thru e-mail within 2 days of shipment to the concerned officials of BCPL-Lepetkata.
- c) Vendor shall intimate the courier details of the original shipping documents (i.e. docket no., name of courier, consignee details etc.) to the concerned purchase officer of BCPL-Lepetkata and BCPL's Banker thru e-mail/fax immediately after dispatch of documents.

Original shipping documents should be sent directly to BCPL's Banker, details as under:

Account NO- 32034267038
Bank's Name: State Bank Of India
Address: Thana Charali, Dibrugarh, Assam - 786001
SWIFT code : SBININBB661
Branch Code: 00071
Ph. No. : 0373-2321048
Fax no. :0373 2324369
E-mail : sbi.00071@sbi.co.in

Seller shall send FAX/TLX of all shipment details to BCPL - Lepetkata, immediately after shipment is made.

Correspondence address of BCPL – Lepetkata is as follows:

Dy. General Manager (C&P)
Central Ware House Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
E-Mail: bhaskar.barman@bcplindia.co.in
Ph no: +91 373-2914611
Mob: +919954195756.

IMPORT LICENSE (Applicable for overseas suppliers)

It may please be noted that the import is covered under the Export & Import Policy, 2009-2014. The item(s) does not/do not fall(s) under "RESTRICTED ITEMS" of the policy and hence no Import License is required.

The Seller shall advise booking offices of Indian Vessels abroad that:

"THE CONSIGNMENT(S) WAS/WERE BEING IMPORTED IN INDIA UNDER THE EXPORT & IMPORT POLICY 2009-2014".

SHIPPING ARRANGEMENT (Applicable for overseas suppliers)

Shipment shall be made as per General Purchase Condition as applicable and packing, marking, shipping and documentation enclosed as mentioned at SHIPPING INSTRUCTIONS/DETAILS

The Bill of Lading shall be 'Clean on Board' and shall indicate in favour of Purchaser or order of the bank (and not order of the shipper) and notify column should indicate BRAHMAPUTRA CRACKER & POLYMER LIMITED with address.

In case of shipment on FOB (Seaport) basis, two non-negotiable copies of the Bill of Lading should be forwarded to the Secretary, Shipping Coordination Committee, Ministry of Surface

Transport, 1, Sansad Marg, New Delhi-110001, India after the shipment is made.

Bill of Lading shall, under no circumstances, be made "Order to the Shipper".

SHIPPING INSTRUCTIONS/DETAILS(Applicable for overseas suppliers)

1. PACKING & MARKINGS

Consignment shall be packed air worthy/sea worthy and following markings to appear on packing.

For BCPL
Port/Airport
Destination
Order No.
Item
Net Weight
Case No.
(No. Of total cases)

: Gross weight
:
: Dimensions

IMPORTANT

MOST APPROPRIATE AND SUITABLE PACKING FOR ECONOMICAL AIR/SEA FREIGHT APPLICABILITY AND PROPER DOCUMENTATION FLIGHT/SHIPMENT WISE INVOICE AND AWB/BILL OF LADING & OTHER DOCUMENTS AS PER NORMAL PRACTICE SHALL BE SNURED.

2. SHIPMENT AND ADVANCE NOTICES (Applicable for overseas suppliers)

Immediately after shipment, seller shall send advance information of Shipping/Dispatch particulars, by way of telex/fax message by giving following details For expeditious collection and clearance of material from Customs/Port authorities.

⇒ Vessel Name or Flight No. :
⇒ Bill of Lading No. or AWB No. & Date :
⇒ E.T.A. Kolkata :
⇒ Invoice Nos. & Date :
⇒ Invoice Value :
⇒ No. of cases :
⇒ Gross Weight :
⇒ Other details, if any :

3. PREPARATION OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

The Bill of Lading/AWB shall be made in favour of BCPL, Lepetkata, INDIA or order of the bank wherever applicable the AWB/Bill of Lading shall also be endorsed by shipper as per ordered terms.

The conditional or qualified bill of lading/AWB shall not be accepted.

All documents including bill of lading, packing-list etc. shall be in English language only.

The Bill of Lading/AWB, Invoice and packing list specifically must show, Mark & no. of contents, case wise, country of origin, consignee, Airport/Port of destination and all other particulars.

The packing list must show apart from other particulars, the actual contents in each case, net & gross weights and dimension with number of packages.

The invoice must show the unit rate and net total FOB price (C&F prices in case of order on C&F basis) and should indicate Kolkata as port consignee.

One Set of Shipping Documents should contain minimum following documents. Any additional documents as may be mentioned in P.O. and agreed between Seller/Purchaser in some specific case shall also be made available.

- i) Bill of Lading/AWB
- ii) Invoice
- iii) Packing List
- iv) Certificate of Conformity or Manufacturer's Certificate towards product Warranty.
- v) Copy of Fax/Telex sent to BCPL, Dibrugarh, India and Insurance Company.

4. DISPOSAL OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

4.1 SEA SHIPMENTS

The seller shall obtain the shipping documents complete in all respect including three original stamped copies of Bill Of Lading immediately after shipment is made and courier the same as under:

- i) Two copies of original bill of lading with one non-negotiable copy of bill of lading along with three copies each of Invoice, Packing list, Freight Memo, all other documents as specified in L/C through bank to the purchaser.
- ii) In case of sea-shipment, two copies of non-negotiable shipping documents along with bill of lading to Shipping Co-ordination Officer, Ministry of Shipping and Transport, New Delhi - 110 001 Attention - **Mr. Sanjay Sharma**

4.2 **AIR SHIPMENTS**

The vendor shall obtain shipping documents complete in all respect including original stamped copies of AWB immediately after shipment is made and send the same as under: -

- A.** First original AWB along with one copy of non-negotiable AWB along with 3 copies of invoice, packing list, and other documents as specified in L/C to be routed through bank duly negotiated.
- B.** Two sets of documents (as mentioned at (2) above to Sr. Manager (C&P), Central Warehouse, P. O. Lepetkata – 786006 District – Dibrugarh (ASSAM) INDIA.

SHIPMENT

BY SEA:-

a) FOR FOB CONTRACTS:-

Shipping arrangement will be made by the shipping co-ordination officer, chartering Division, Ministry of surface Transport, New Delhi through their forwarding Agents/nominees as indicated to whom adequate notice of not less than six weeks about the readiness of the cargo for shipment, should be given by the seller for finalizing the shipping arrangement:

i) FOR CONSIGNMENT FROM UK/CONTINENT PORTS:

M/s. Panalpina World Transport
PanalpinaWelttransport GmbH
Spalding Str-64, D 20097
Hamburg, Germany
Ph.: +4640-23771 – 133
Fax: +4640-23771-342 or 341

ii) FOR CONSIGNMENT FROM USA, ATLANTIC: Ph.: + 1 201 998 7771 Gulf & West Ports

M/s. OPT OVERSEAS PROJECT
TRANSPORT INC.,
46, SELLERS STERRT, KEARNY
NEW JERSEY 07032, USA

Fax.: + 1 201 998 7833,

iii) FOR CONSIGNMENT FROM JAPANESE PORT:

The Embassy of India, Tokyo, Japan

Ph.: + 81 3 32622391

Fax.: + 81 3 32344866

iv) BLACK SEA PORTS OF BULGARIA & ROMANIA:

The Secretary,

Indo-Soviet Shipping Service,
C/o.The Shipping Corporation of India Ltd.,
'Shipping House' 245, Madam Cama Road,
Mumbai – 400021

Ph.: +9122-22026666/22026785

v) **POLISH PORTS:**

The Secretary,
Indo-Polish Shipping Service
C/o. Shipping Corporation of India Limited

Cable: ShipIndia, Mumbai
FOR INDOPOL

CONSIGNMENT FROM OTHER AREAS,

The shipping Corporation of India Ltd.
'Shipping House' 245, Madam Cama Road,
Mumbai – 400021

Cable: Ship India, Mumbai

vi) **FOR**

b) **FOR CFR/CIF CONTRACTS:-**

The seller shall arrange shipment of stores by vessels belonging to the members of the Conference Lines. If sellers finds the space on the conference Line vessels is not available in any specific shipment, he should inform the shipping Co-ordination Officer, Ministry of Surface Transport, 1, SansadMarg, New Delhi – 110 001 (INDIA)(CABLE: TRANSCHART: NEW DELHI; FAX NO. +91 11 23718614/23352726)

c) All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck in unavoidable.

Section V

FORMS & FORMATS

Note: Above Formats/Forms duly filled-in along with its enclosures must be **essentially** furnished by bidders before/along with bid for Evaluation, failing which such bid(s) may not be considered for further evaluation.

Sr. No.	Form No.	Description	Page No.
1.	F-1	ACKNOWLEDGEMENT CUM CONSENT LETTER	66
2.	F-2	BIDDER'S GENERAL INFORMATION	68
3.	F-3	BIDDER'S QUERIES FOR PRE BID MEETING	70
4.	F-4	BID FORM	71
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6.	F-6[A]	LETTER OF AUTHORITY	74
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8.	F-7	NO DEVIATION CONFIRMATION	77
9.	F-8	CERTIFICATE	78
10.	F-10(A)	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT[EMD]/ BID SECURITY	79
11.		INSTRUCTIONS FOR FURNISHING BID-GUARANTEE BANK GUARANTEE	
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13.	F-11	PROFORMA OF CONTRACT PERFORMANCE	83

Tender DocumentNo :
Tender for

BCPL/DIB/C&P/2013/C/003/AJD
:PROCUREMENT OF 8MTTRI-ETHYL ALIMINUM (TEAL) FOR BCPL, LEPETKATA

		GUARANTEE	
14.		INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE	
15.	F-12(A)	AGREED TERMS AND CONDITIONS (FOR INDIAN BIDDER BIDDERS)	85
16.	F-12(B)	AGREED TERMS AND CONDITIONS (FOR FOREIGN BIDDER BIDDERS)	90
17.	F-13	DISCLAIMER	95
18.	F-14	ENTERPRISE'S INFORMATION WITH RESPECT TO THE MSMED-APPLICABLE FOR INDIAN BIDDERS	96
19.	F-16	CERTIFICATE OF NON-INVOLVEMENT OF AGENT	98
20.	F17	PERFORMA FOR DETAILS OF INDIAN AGENT	98

Acknowledgement cum Consent Letter**F-1**

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm their intention to Bid against this tender through e-mail to ajdutta@bcpl.co.in with duly filled-up this Format. In case of no reply or No Offer, It will considered that bidder is not interested and No Further Tender will be issued in future)

To,
Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: PROCUREMENT OF 8 MT TRI-ETHYL ALUMINIUM (TEAL)) FOR BCPL
LEPETKATA, DIST. DIBRUGARH (ASSAM)
Tender No- BCPL/DIB/C&P/2013/C/003/AJD

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

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

(i) Postal Address :
.....
(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Website :

B) Details of Contact person:

(i) Postal Address :
.....
(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile No.- :

C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Tender DocumentNo :

BCPL/DIB/C&P/2013/C/003/AJD

Tender for

:PROCUREMENT OF 8MTTRI-ETHYL ALIUMINUM (TEAL) FOR BCPL, LEPETKATA

- The item/service does not fall in our product/servicing range
- We do not meet BEC (Bid Evaluation Criteria) as specified in tender
- We cannot meet the technical specifications as specified in tender
- There is an order overbooking
- We need some more time for submission of offer and hence request for extension of bid submission date
- Any other reason (please specify)

Agency's Name :

Date :

Seal/Stamp :

Signature :

Name :

Designation :

BIDDER'S GENERAL INFORMATION**F-2**

Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: PROCUREMENT OF 8 MT TRI-ETHYL ALUMINIUM (TEAL) FOR BCPL
,LEPETKATA, DIST. DIBRUGARH (ASSAM)

Tender No: BCPL/DIB/C&P/2013/C/003/AJD

- 1 Bidder Name:
- 2 Number of Years in Operation: _____
- 3 Registered Address: _____

- 4 Operation Address
if different from above: _____

- 5 Telephone Number _____ (Country Code-Area Code-Telephone Number)

Mobile No./Direct No. _____
- 6 E-mail address & Web Site _____
- 7 Fax Number _____ (Country Code-Area Code-Telephone Number)
- 8 ISO Certification, if any {If yes, please furnish details}
- 9 Whether registered with MSME (SSI) ...Micro/Small/Medium... [Indian Bidders]
- 10 Whether NSIC registered Indian Vendor
- 11 Executed PO for BCPL ... (PO Nos.)
- 12 Indicate shipping detail(s) i.e. weight (net and gross) & volume of the consignment separately for each item quoted in price schedule.

Tender DocumentNo :

BCPL/DIB/C&P/2013/C/003/AJD

Tender for

:PROCUREMENT OF 8MTTRI-ETHYL ALIMINUM (TEAL) FOR BCPL, LEPETKATA

Item No.	Description	Qty. (Nos.)	Gross Volume (Cu M) (Mtr x Mtr x Mtr)	Gross Weight (KG)
1	TRI-ETHYL ALUMINIUM (TEAL)	8 MT		
2	Nature of Material	Hazardous /Non-Hazardous		
3	Stackable/Non-stackable			
4	Quantity Per Containers LCL Or In Break Bulk Basis			

(SIGNATURE OF BIDDER WITH SEAL)

Tender DocumentNo : **BCPL/DIB/C&P/2013/C/003/AJD**
Tender for :PROCUREMENT OF 8MTTRI-ETHYL ALIMINUM (TEAL) FOR BCPL, LEPETKATA

BIDDER'S QUERIES FOR PRE BID BIDDER'S QUERIES FOR PRE BID MEETING

F-3

To,
Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL, Lepetkata, Assam
(Tender No- BCPL/DIB/C&P/2013/C/003/AJD)

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

NOTE: The Pre-Bid Queries may be sent by e-mail to ajdutta@bcplindia.co.in before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER:_____ **NAME OF BIDDER :** _____

BID FORM

F-4

To,

Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL, Lepetkata
(Tender No- BCPL/DIB/C&P/2013/C/003/AJD)

Dear Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Purchase Conditions and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of , the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of Three (3) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (Ten per cent) of the value of Purchase Order, for the due performance with in fifteen days of such award, as per requirement of tender document.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

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

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

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of M/s _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

CHECK LIST OF DOCUMENTS

F-5

[BIDDERS ARE ESSENTIALLY REQUIRED TO FILL –UP THIS CHECK LIST BEFORE SEALING AND FORWARDING THE BID TO AVOID REJECTION, DUE TO NON- COMPLIANCE AND NON-SUBMISSION OF DOCUMENTS. THIS FORMAT MUST BE SUBMITTED ALONGWITH YOUR OFFER DULY SIGNED & STAMPED]

Dear Sir,

We are enclosing the following documents DULY INDEXED WITH PAGE NO. OF OFFER” in un-price bid (Part-I) alongwith compliances as per tender requirement:

- 1) EMD Details: DD [] BG [] LC []
No... Date..... Amount-
Rs..... Validity.....
- 2) Whether bidder has submitted scanned documents of all relevant documents in support of BEC (Bid Evaluation Criteria).[Page-]
- 3) Whether EMD/bid Security of requisite amount has been submitted to BCPL, Lepetkataalongwithun-price bid.
[YES/NO]
- 4) If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd, as per format enclosed.
[Page-]
- 5) Blank Price Schedule (i.e. without mentioning prices, only Mentioning Quoted/Not Quoted) duly signed submitted alongwith “UN-PRICED BID”
[Page-]
- 6) No Deviation Certificate
[Page-]
- 7) Power of Attorney of the signatory to the Bidding Document
[Page-]
- 8) Duly filled-in and signed Agreed Terms and Conditions
[Page-]
- 9) Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender. [Page-]
- 10) Confirm bid is submitted Under Two Bid System
[YES/NO]
- 11) Bidder has signed and stamped the complete Tender document)
[YES/NO]

12) Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable BCPL to claim CENVAT benefit.

[YES/NO]

13) Any other documents required as the ITB, GPC, Technical Questionnaire, SCC, Technical Specification, etc of tender document

i) [List out all such requirement and submissions]

[Page-]

ii) -----

[Page-]

iii) -----

[Page-]

(SEAL AND SIGNATURE OF BIDDER)

F-6 [A]

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING BID
OPENING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES**

Bidder Ref:

Date:

Tender No. : **(BCPL/DIB/C&P/2013/C/003/AJD)**

To,
Brahmaputra Cracker and Polymer Limited,
Central Ware House
PO.LEPETKATA, DISTT- Dibrugarh (Assam)
INDIA –786006

Dear Sir,

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

[1] Name & Designation :

Signature : _____
Phone/Cell : _____
Fax : _____
E-mail : @
.....

[2] Name &Designation :

Signature : _____
Phone/Cell : _____
Fax : _____
E-mail : @
.....

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

Yours faithfully,

Place:
Signatory of Bidder]

[Signature of Authorized

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

F-6[B]

POWER OF ATTORNEY

(to be submitted on the letter-head of company)

To,

Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL, Lepetkata

(Tender No- BCPL/DIB/C&P/2013/C/003/AJD)

“The undersigned _____ (Name of LEGAL PERSON with designation i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid, conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID

(Name of person)

E-mail id:

F-7

NO DEVIATION CONFIRMATION

Bidder Ref:

Date:

SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL, Lepetkata

(Tender No- Tender No- BCPL/DIB/C&P/2013/C/003/AJD

Tender For :

To,

Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

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 exceptions/deviations anywhere in the bid against subject tender and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

CERTIFICATE

To,
Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

**SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL,
Lepetkata**

(Tender No- BCPL/DIB/C&P/2013/C/003/AJD)

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of -----
-----the following certificate shall be automatically enforceable:

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

Seal and Signature of Bidder

F-10(A)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/
BID SECURITY

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the
said _____ tender _____ for

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

We, _____ the _____ Bank
at _____
having _____ our _____ Head _____ Office

(Local Address) guarantee and undertake to pay immediately on demand without any
recourse to the tenderers by BCPL (India) Ltd., the amount _____
_____ without any reservation, protest, demur and recourse. Any
such demand made by BCPL, shall be conclusive and binding on us irrespective of any
dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid upto _____ [this date
should be 6 months after the date finally set out for closing of tender]. If any further
extension of this guarantee is required, the same shall be extended to such required
period _____ on _____ receiving _____ instructions _____ from
M/s. _____

_____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on
this _____ day of _____ 200 ____ at _____.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No._____

Date:_____

INSTRUCTIONS FOR FURNISHING BID-GUARANTEE
BANK GUARANTEE

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's E-mail/ Fax/. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with a documentary evidence.

F-10(B)

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India))

Irrevocable and confirmed Letter of Credit No.....
Amount : Rs./US\$

Validity of this Irrevocable :(in
India)
Letter of Credit (2 months beyond validity of offer)

Dear Sir,

You are here by authorized to draw on..... (Name of Applicant with full address) for a sum not exceeding.....available by your demand letter (draft) on them at sight drawn for.....Rs./US\$ accompanied by a certificate by BCPL., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s) :

- (i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to BCPL. during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the supply order/contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No.....for(item).
 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
 4. This Credit is issued subject to the Uniform Customs and Practices for

Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.

5. Please obtain reimbursement as under :
.....
6. All foreign as well as Indian bank charges will be on the account of M/s
..... (Applicant).

FOR.....

Authorised Signature
(Original Bank)

Counter Signature

F-11

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

Bank Guarantee No.:

Date:

To
BCPL
P.O.:LEPETKATA, DISTT. DIBRUGARH
(ASSAM) 786006
INDIA

M/s _____
have been
awarded _____ the _____ work _____ of
_____ **for BCPL. , LEPETKATA, INDIA.**

The Contracts conditions provide that the SELLER shall pay a sum of Rs._____ (Rupees as full Performance Guarantee in the form therein mentioned. The form of payment of Performance Guarantee includes guarantee executed by Nationalised Bank, undertaking full responsibility to indemnify BCPL (INDIA) LTD. , in case of default.

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

1. We

_____ hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to BCPL. we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from

endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.

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 but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____ If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Delhi Courts.

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

Yours faithfully,

_____ Bank

By its Constituted Attorney

(Signature of a person duly authorised to sign on behalf of the Bank.)

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Delhi.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
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 Purchaser and copy to Consultant confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore). or its equivalent in foreign currency along with a documentary evidence.

F-12 (A)

AGREED TERMS AND CONDITIONS-INDIAN BIDDER

(Bidders must confirm / comment to all points)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	EMD/Bid Security Details	
2.1	EMD Amount	Rs.
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
3.1	List of Documents submitted against Technical Criteria	
4.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS	
4.1	Original Power of Attorney (in format F 6b)	
4.2	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
5.0	ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]	
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.	
5.4	Rates are quoted in "Part-II : Price Bid" exactly in the format as provided in tender document and with all break-up as asked therein.	
5.5	Transportation Charges up to BCPL Lepetkata have been clearly indicated against each item in "Price Bid"	
5.6	Accepted Delivery Period as per Tender Document & its	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	EMD/Bid Security Details	
2.1	EMD Amount	Rs.
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.3.4	Validity of BG/DD	
3.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
3.1	List of Documents submitted against Technical Criteria	
4.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS	
	Corrigendum (if any)	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)	
5.10	Accepted Guarantee/warrantee as per Tender Document & its Corrigendum (if any)	
5.11	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	
5.12	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
5.13	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
6.0	SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN “PART-I : UN-PRICED BID”:	
6.1	Bid Covering letter	
6.2	Submitted form F1 within 7 days of receipt of Tender Information.(Acknowledgment cum Consent letter)	
6.3	Form F2 duly filled(Bidder General Information)	
6.4	Submitted form F3 before pre-bid meeting (Pre-bid quarry)	
6.5	Submitted form F4 duly filled	
6.6	Submitted form F5 duly filled	
6.7	Submitted form F6(A) duly filled	
6.8	Submitted form F6(B) duly filled	
6.9	Submitted form F7 duly filled	
6.10	Submitted form F8 duly filled	
6.11	Submitted form F-10(A) duly filled and endorsed by Banker	
6.12	Submitted form F-10(A) duly filled	
6.13	Submitted form F12(A) duly filled	
6.14	Submitted form F12(B) duly filled	
6.15	Submitted form F14 duly filled	
6.16	Submitted form F15 duly filled	
6.17	Submitted form F16 duly filled	
6.18	Any other Forms/formats duly filled-up in all respects	
6.19	Submitted “Price Schedule” format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes)	
6.20	Complete Tender Document alongwith its	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	Corrigendum/Amendment etc.,	
7.0	ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:	
7.1	Confirm acceptance of repeat order clause as per Tender Document.	
7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Confirm quoted prices are based on FOT Lepetkata Site basis including all charges except transit insurance.	
7.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable in this Tender
7.5	Confirmation of acceptance to the terms and conditions of tender document including it's Corrigenda/addenda, if any, in totality.	
7.6	Indicate dispatch point	
7.7	Furnish the currency of quote	INR
7.8	(a) Indicate item wise present rate of excise duty applicable extra on finished products and confirm the same is excluded from quoted basic price and mentioned separately. (b) Statutory variation in Excise Duty on finished products shall be to Owner's account within contractual delivery period. (c) If there is any variation in Excise duty at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder. (d) If Excise Duty is presently not applicable confirm the same will be borne by you in case it becomes leviable later. (e) In case (c) or (d) is not acceptable, confirm maximum rate of Excise Duty chargeable. (f) Confirm submission of CENVAT invoice to enable BCPL to avail maximum cenvat benefit.	(a)..... (b)..... (c)..... (d)..... (e)..... (f).....
7.9	Indicate item wise rate of Sales Tax/VAT on finished products : i) CST with 'C' form. ii) Local Sales Tax/VAT (in case supplies are made within originating state) with Concessional form. iii) If there is any variation in CST/Vat at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne	(i)..... (ii)..... (iii).....

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	by bidder.	
7.10	i) Taxes & duties shall be payable at rates as applicable at the time of supply or within contractual delivery date, whichever is earlier. Any reduction in taxes and duties at the time of supply after contractual delivery date shall be passed on to the Owner and any increase shall be borne by bidder. ii) Confirm in case of delay on account of bidder, any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	(i)..... (ii).....
7.11	Confirm transit insurance is excluded from the quoted prices.	
7.12	i) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. ii) Inspection shall be carried out by Owner/Third Party as envisaged in the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	(i)..... (ii).....
7.13	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
7.14	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
7.15	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
7.16	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/found in future, the Bid submitted may be rejected / terminated at any stage.	
7.17	Confirm that the contents of the Tender Document have not	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.18	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
7.19	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
8.0	PACKING DETAILS AND RELATED INFORMATION:	
8.1	Material safety Data sheet (MSDS) has been submitted with technical bid	
8.2	Whether bidder will be able to supply exactly total quantity of material [as per lot size mentioned in Special Conditions of Contract] of tender, depending upon the standard packing size/container size. If no, what will be the qty. (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	
8.3	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 20' container	
8.4	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 40' container	
9.0	Seller's Offer Ref No. & Date	
	e-Mail ID & Contact information of person	

AGREED TERMS AND CONDITIONS-FOREIGN BIDDER

(Bidders must confirm / comment to all points)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	EMD/Bid Security Details	
2.1	EMD Amount	Rs.
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
3.1	List of Documents submitted against Technical Criteria	
3.2	List of Documents submitted against Technical Criteria	
3.3	Submitted 'Annexure- 1 to BEC' duly filled with supporting document(s)	
4.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS	
4.1	Original EMD/Bid Security	
4.2	Original Power of Attorney (in format F 6b)	
5.0		
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	EMD/Bid Security Details	
2.1	EMD Amount	Rs.
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
3.1	List of Documents submitted against Technical Criteria	
3.2	List of Documents submitted against Technical Criteria	
3.3	Submitted 'Annexure- 1 to BEC' duly filled with supporting document(s)	
5.4	Rates are quoted in "Part-II: Price Bid" exactly in the format as provided in tender document and with all break-up as asked therein.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
5.5	Transportation Charges up to BCPL Lepetkata have been clearly indicated against each item in "Price Bid"	
5.6	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)	
5.10	Accepted Guarantee/warranty as per Tender Document & its Corrigendum (if any)	
5.11	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	Accepted "100% Payment Cash Against Document" []

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
		Accepted “100% against irrevocable & unconfirmed letter of credit ” []
5.12	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
5.13	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
6.0	SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN “PART-I : UN-PRICED BID”:	
6.1	Bid Covering letter	
6.2	Submitted form F1 within 7 days of receipt of NIT/ Tender Information.	
6.3	Submitted form F2 duly filled	
6.4	Submitted form F3 before pre-bid meeting	
6.5	Submitted form F4 duly filled	
6.6	Submitted form F5 duly filled	
6.7	Submitted form F6(A) duly filled	
6.8	Submitted form F6(B) duly filled	
6.9	Submitted form F7 duly filled	
6.10	Submitted form F8 duly filled	
6.11	Submitted form F13 duly filled	
6.12	Submitted form F15 duly filled	
6.13	Submitted form F16 duly filled along with necessary documentary proof as per clause no. 22 of ITB	
6.14	Any other Forms/formats duly filled-up in all respects	
6.15	Submitted “Price Schedule” format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes)	
6.16	Complete Tender Document along with its Corrigendum/Amendment etc.,	
7.0	ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION/DETAILS:	
7.1	Confirm acceptance of repeat order clause as per Tender Document.	
7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Bidder confirms that bidder have quoted both ‘FOB’ and ‘CFR Kolkata’ prices strictly as per Price Schedule format of tender.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	BCPL has the option to place order either on FOB or CFR basis at it's sole discretion. Further, BCPL also reserves the right to amend the order issued initially on ' FOB ' basis to ' CFR Kolkata ' basis (as quoted). However, such amendment shall be issued within 45 days from the date of award of FOA/Order.	
7.4	Confirm acceptance to Fall Clause as per tender document.	
7.5	Confirmation of acceptance to the terms and conditions of tender document including it's Corrigenda/Addenda, if any, in totality.	
7.6	Furnish the currency of quote	
7.7	Country of Origin of GOODS offered.	
7.8	Indicate Seaport of Export	
7.9	Indicate Nearest Air Port of Export	
7.10	Please indicate the name and address of your Bankers: SWIFT: Account No: IBAN Code:	
7.11	All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the Vendor/supplier and within India will be borne by BCPL.	
7.12	Confirm that all charges/handling charges/taxes and duties (if any) upto FOB port of exit are included in the FOB price quoted by the Seller.	
7.13	I) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. II) Inspection shall be carried out by Owner/Third Party as envisaged in the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	I)..... II) Not Applicable
7.14	Direct offer will only be considered. In case the bidder has Agent/ Representative/Liaison office in India, please provide the details of the same as per enclosed format.	
7.15	In case involvement of Indian Agent (refer F16 & F 17), the percentage of FOB/CFR price included in quoted prices towards commissioning/fee shall be paid to Indian agent (if any) in non-convertible Indian Rupees upon completion of supplies	
7.16	Confirm that none of Bidder's Directors is a relative of any	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
7.17	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
7.18	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	
7.19	Confirm that the contents of the Tender Document, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.20	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
7.21	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
8.0	PACKING DETAILS AND RELATED INFORMATION:	
8.1	Material safety Data sheet (MSDS) has been submitted with technical bid	
8.2	Whether bidder will be able to supply exactly total quantity of material [as per lot size mentioned in Special Conditions of Contract] of tender, depending upon the standard packing size/container size. If no, what will be the qty. (in UOM of tender) nearest to tender quantity that can be supplied by	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	bidder.	
8.3	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 20' container	
8.4	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 40' container	
9.0	Seller's Offer Ref No. & Date	
	e-Mail ID & Contact information of person	

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BCPL immediately at the following address:

Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BCPL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

(SEAL AND SIGNATURE OF BIDDER)

**Enterprise's Information with respect to the
Micro, Small and Medium Enterprises Development Act, 2006**

F-14

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- Providing or rendering services

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

“We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2006.” (Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have **filed** a memorandum with the specified authority, then Bidder to confirm the following:

“We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No).”

If the response to the above is ‘Yes’, Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

(SIGNATURE & STAMP OF THE BIDDER)

F-15

CERTIFICATE OF NON-INVOLVEMENT OF AGENT

Bidder Ref:

Date:

To,
Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL,
Lepetkata (Tender No-
(Tender No- BCPL/DIB/C&P/2013/C/003/AJD)

Dear Sir,

This is to certify that we have not engaged/ involved any Agent /Consultant/Retainer/Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's/Representative's/ consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF
BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

PROFORMA FOR DETAILS OF INDIAN AGENT

F-16

To,
Dy. General Manager (C&P)
Brahmaputra Cracker Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914611

SUBJECT: Procurement of TRI-ETHYL ALUMINIUM (TEAL) at BCPL,

Lepetkata

(Tender No- BCPL/DIB/C&P/2013/C/003/AJD)

S. No.	Description	Bidder's response
I.	Name & address of agent , consultant representative in India.	
2.	The precise relationship between the bidder and their agent/consultant/representative in India.	
3.	The mutual interest which the bidder and Agent / Consultant Representative in India have in the Business of each other.	
4.	Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent /Consultant/ Representative in India	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable	
7.	All services to be rendered by the Agent/ Consultant / Representative	

Dear Sir,

Following are the details of Indian agent/ consultant/representative

SEAL AND SIGNATURE OF
BIDDER

Note:
Aforementioned
information's need to
be supported with
necessary documents.

Section VI

Technical Specifications

Specification of TEAL:

Process Chemical: **Tri-Ethyl Aluminum**

Application: Catalyst component for the production of polyolefin.

- CAS No. : 97-93-8
- Formula : $(C_2H_5)_3Al$
- Molecular Weight : 114.2
- Appearance : Clear Colourless Liquid
- Density : 0.83 – 0.84 g/cm³ at 25 °C
- Aluminum content : 22.9 – 23.6 % wt.
- Tri ethyl aluminum : 94.0 – 98.2 % wt.
- Tri-n-butyl aluminum : 1.0 – 5.0 % wt.
- Hydride as AlH_3 : 0.1 – 0.8 % wt.

Note: The manufacturer shall analyze the aluminum content, tri-ethyl aluminum content and impurities for each lot and report the analytical results.

Section VII

Un-Price Schedule (Part-I)

UNPRICE SCHEDULE (Foreign Bidder)

Tender No- BCPL/DIB/C&P/2013/C/003/AJD dated 15/06/2013

Bidder's Name: _____

Name of the FOB port: _____

Sl. No.	Item Description	Unit	Qty.	Curren cy	Unit Price (per Kg)				Total Price	
					FOB Port of Loading (per KG)		CFR Kolkata (per KG)		FOB Port of Loading	CFR Kolkata
					IN FIG	IN WORDS	IN FIG	IN WORDS	IN FIGURE	IN FIGURE
1	Supply of TRI-ETHYL ALUMINIUM (TEAL)	Kg	8000		DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Note:

- 1) Scope of supply and other terms and conditions are strictly as per bid document.
- 2) Bidder must quote the price in Schedule of Rates formats only. Bid submitted with changed format/description is liable to be rejected.
- 3) All the columns of quoted items in the Schedule of Rates including currency must be filled with required information, as applicable.
- 4) Quoted rates are firm and fixed till complete execution of the entire order.
- 5) In case of discrepancy between unit price and the total price, the unit price shall prevail. If there is a discrepancy between the total amount and the sum of total price, the sum of total price shall prevail.
- 6) Discounts if any must be offered item wise only. Conditional discounts if offered shall not be considered for evaluation. The discount if offered shall be mentioned in Un-priced bid also.
- 7) Purchaser reserve the right to place the order on FOB or CFR Basis.
- 8) Payment to Seller shall be made after deducting the Indian agent commission which shall be paid to Indian Agent in Indian Currency.
- 9) Purchaser reserves the right to decrease/increase the quantity of any items before award of contractor delete entire quantity of item(s).

UNPRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)												
TENDER NO: BCPL/DIB/C&P/2013/C/003/AJD												
Bidder:					Currency							
Sl. No	Item Description	UOM (Unit of measure ment)	Qty	Unit Price Ex- Works	P&F Charges if not included in Column -5 (In %) If any	Applicable Excise Duty &Cess (in %)	Applicable Sales Tax (Against form -C/ VAT (in %)	Per unit Freight up-to Lepetkata, Dibrugarh	Unit Rate on FOT site Lepetkata basis.(10=5+6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XCol4)	CIF value of Import Component included in ex works price incld. P&F Charge	Rate of Custom duty CVD and SAD on Column 12
1	2	3	4	5	6	7	8	9	10	11	12	13
	Supply of TRI-ETHYL ALUMINIUM (TEAL)	Kg	8000		DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
	Unit price Ex Works (refer column 5 above) in words											
Cenvat invoice will be submitted								YES/NO				
Amount of Cenvat Benefit to be passed on to BCPL								per KG				
Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.						(Signature of Authorised Person of Bidder)						
						Name						
						Designation						
		Name of Organisation										

Note:

1. In case of discrepancy between unit price and the total price, the unit price shall prevail.
2. In case of price Basis Is not given on F.O.R. LEPETKATA basis as per price schedule, ABOVE OFFER IS LIABLE TO BE REJECTED.
3. Bidders to note that the rate of ED indicated in the SOR will be considered for evaluation and if upon such loading the bidder is L-1, bidder will be bound to execute the order with the above rate of E.D. Any increase is E.D. due to increase in turnover will not be admissible. However, statutory changes excise duty rates by the Government of India (within the scheduled delivery period)will be paid as applicable at the time of dispatch.

Section VIII

Price Schedule (Part II)

PRICE SCHEDULE (Foreign Bidder)

Tender No.: **Tender No- BCPL/DIB/C&P/2013/C/003/AJD**dated 15/06/2013

Bidder's Name: _____

Name of the FOB port: _____

Sl. No.	Item Description	Unit	Qty.	Curren cy	Unit Price (per Kg)				Total Price	
					FOB Port of Loading (per KG)		CFR Kolkata (per KG)		FOB Port of Loading	CFR Kolkata
					IN FIG	IN WORDS	IN FIG	IN WORDS	IN FIGURE	IN FIGURE
1	Supply of TRI-ETHYL ALUMINIUM (TEAL)	Kg	8000							

(In Words.....)

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Note:

- 1)Scope of supply and other terms and conditions are strictly as per bid document.
- 2) Bidder must quote the price in Schedule of Rates formats only. Bid submitted with changed format/description is liable to be rejected.

- 3) All the columns of quoted items in the Schedule of Rates including currency must be filled with required information, as applicable.
- 4) Quoted rates are firm and fixed till complete execution of the entire order.
- 5) In case of discrepancy between unit price and the total price, the unit price shall prevail. If there is a discrepancy between the total amount and the sum of total price, the sum of total price shall prevail.
- 6) Discounts if any must be offered item wise only. Conditional discounts if offered shall not be considered for evaluation. The discount if offered shall be mentioned in Un-priced bid also.
- 7) Purchaser reserve the right to place the order on FOB or CFR Basis.
- 8) Payment to Seller shall be made after deducting the Indian agent commission which shall be paid to Indian Agent in Indian Currency.
- 9) Purchaser reserves the right to decrease/increase the quantity of any items before award of contractor delete entire quantity of item(s).

PRICE SCHEDULE (FOR DOMESTIC BIDDERS ONLY)

TENDER NO: BCPL/DIB/C&P/2013/C/003/AJD

Bidder:

Currency

Sl. No	Item Description	UOM (Unit of measurement)	Qty	Unit Price Ex- Works	P&F Charges if not included in Column -5 (In %) If any	Applicable Excise Duty &Cess (in %)	Applicable Sales Tax (Against form -C/ VAT (in %)	Per unit Freight up-to Lepetkata, Dibrugarh	Unit Rate on FOT site Lepetkata basis.(10=5+6+7+8+9)	Total Amount on FOR Lepetkata Basis. (Col11=Col10XCol4)	CIF value of Import Component included in ex works price incld. P&F Charge	Rate of Custom duty CVD and SAD on Column 12
1	2	3	4	5	6	7	8	9	10	11	12	13
	Supply of TRI-ETHYL ALUMINIUM (TEAL)	Kg	8000									
	Unit price Ex Works (refer column 5 above) in words											

Cenvat invoice will be submitted

Amount of Cenvat Benefit to be passed on to BCPL

YES/NO

per **KG**

(Signature of Authorised Person of Bidder)

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written

Name

Designation

additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Name of Organisation

(In Words.....)

Note:

1. In case of discrepancy between unit price and the total price, the unit price shall prevail.
2. In case of price Basis Is not given on F.O.R. LEPETKATA basis as per price schedule, ABOVE OFFER IS LIABLE TO BE REJECTED.
3. Bidders to note that the rate of ED indicated in the SOR will be considered for evaluation and if upon such loading the bidder is L-1, bidder will be bound to execute the order with the above rate of E.D. Any increase is E.D. due to increase in turnover will not be admissible. However, statutory changes excise duty rates by the Government of India (within the scheduled delivery period)will be paid as applicable at the time of dispatch.