



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: Ref.: BCPL/DIB/C&P/2015/S/288/R/MD

Date: 16/12/2015

To,

**BID DOCUMENT FOR PROCUREMENT OF THREAD CONES FOR PPU/LLDPE PELLET
BAGGING OF BCPL, LEPETKATA.**

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
Dy. MANAGER (C&P)
M/s. Brahmaputra Cracker & Polymer Ltd.
“Administrative”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
E-mail: mjduarah@bcplindia.co.in*

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)

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SECTION IA**REQUEST FOR QUOTATION (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under **TWO BID system** for **Procurement of Thread Cones for PPU/LLDPE Pellet Bagging of BCPL, Lepetkata** For Brahmaputra Cracker and Polymer Limited, Lepetkata, Dist- Dibrugarh (Assam), as detailed below in complete accordance with enclosed tender document:

1. SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.
1.2.2	Bid Document No.:	BCPL/DIB/C&P/2015/S/288/R/MD
1.2.3	Bid documents available on Website	From 9.00hrs on 16/11/2015 on www.bcplonline.co.in and www.gailtenders.in
1.2.3	Delivery schedule	Material requirement as per SCC of RFQ.
1.2.4	Pre-Bid Meeting	23/12/2015 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	31/12/2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	31/12/2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs. 68,000.00
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	M J Duarah, DM (C&P) email: mjduarah@bcplindia.co.in +91-373-294611/35/+91-94351-39382

The bid will be submitted in 02 (two) parts as follows:

PART –I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate. UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender**

Part –II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.

Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

Bidders' Eligibility Criteria:

- i) **Bidder should be a manufacturer or authorized distributor / dealer of the quoted items. In case, bidder is an authorized manufacturer it must submit valid notarized documentary evidence for being a manufacturer [i.e ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer.**
- ii) **The bidder must have experience for supply of 5000 meter & above length thread cone against one single contract/order having value not less than Rs. 17,23,680.00 in any of the preceding SEVEN (07) years prior to final due date of bid submission.**

Bidders are required to submit 1 single copy of purchase order and proof of completion like Completion certificate from end user/proof of payment with Invoice copy/inspection note/materials receipt Challan/ copy of form 'C' with invoice copy etc. showing the reference no. of order, supplied qty., actual date of delivery etc., in support of meeting BEC.

Purchase order & completion certificate must be duly attested/certified by Chartered Engineer and notary public with legible stamp.

A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed

for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

Non-Compliance to above BEC shall hold the bid liable for rejection.

TECHNICAL SPECIFICATION:

Refer SECTION IIIB.

4) EARNEST MONEY DEPOSIT / BID SECURITY: Rs. 68,000/-

5) GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.
- (v) If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.
- (vi) If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

6) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

- (i) 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.
- (ii) 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.
- (iii) Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
- (iv) 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.

7) SERVICE TAX: -
Not Applicable.

8) 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.
 - (C) 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.
 - (D) 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.
- In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

9) PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format (F3) through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

10) PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh.

11) DELIVERY/COMPLETION SCHEDULE:

Material requirement as per SCC of RFQ.

12) VALIDITY PERIOD OF OFFER:

The **period of validity** of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

13) VAT / CST No.:

Bidder must have valid sales tax registration no. and same should be indicated in the quotation.

No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

14) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- **Tender Fee:** Not Applicable
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) SECURITY DEPOSIT:

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD.

Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender.

In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC-Goods Clause No. 12)

12) GUARANTEE/WARRANTY:

REFER AS PER TENDER.

13) 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: antara.saikia@nic.co.in
(POLICY NO. 200300/44/013/5050000002)

14) Fall Clause: Not Applicable.

15) DESPATCH INSTRUCTION:

The materials should reach as per SCC of RFQ.

16) TERMS OF PAYMENT:

For accepted quantity, 100% payment shall be made within 30 days of receipt and acceptance of material at site

17) 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 or part thereof 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.

18) FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected. only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws".

19) LATE BIDS:

Any bid received by the OWNER after the bid due date and time prescribed in the Tender Document shall be rejected.

Telegraphic / Tele Fax / E-Mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

20) OPENING OF PRICED BIDS:

The price bids of the substantially responsive bidders will be opened later. The price bids of those bidders determined to be not substantially responsive will be rejected.

21) AWARD CRITERIA:

The OWNER will award the contract to the successful bidder whose bid has been determined to be the item wise lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

22) OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

23) JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

24) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

25) FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers 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, OWNER reserves the right to cancel the order and provisions governing termination 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 OWNER 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 OWNER shall not be liable for delay 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, stated elsewhere.

26) REJECTION CRITERIA: The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- iii) Scope of work
- iv) Technical Specifications
- v) Price Schedule
- vi) Delivery / Completion Schedule
- vii) Period of Validity of bid
- viii) Price Reduction Schedule
- ix) Performance Bank Guarantee / Security Deposit
- x) Guarantee/Warranty Clause
- xi) Force Majeure
- xii) Applicable Laws
- xiii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

27) LOADING CRITERIA

- 1. Payment terms:
 - i) As per tender-Nil
 - ii) In case payment terms is up-to 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

28) 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)

29) 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 along with 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.**

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 will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

**Office of the Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepatkata,
District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914611/609**

If you require any further information, feel free to contact me.

Yours faithfully,

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

(M J Duarah)

Dy. Manager (C&P)

email: mjduarah@bcplindia.co.in

+91-373-2914611/+91-9435139382

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/288/R/MD

ITEM: PROCUREMENT OF THREAD CONES FOR PPU/LLDPE PELLET BAGGING OF BCPL, LEPETKATA.

Due Date & Time of bid submission: Up-to 14.30hrs (IST) on 31/12/2015

Date and time for opening of bids: 15.00 hrs (IST) on 31/12/2015

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914611
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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(To be pasted on the outer envelope containing envelopes Part-II)

INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

- 1.1 The BCPL/Purchaser/Owner/BCPL as defined in the General Conditions of Contract hereinafter “the BCPL” wishes to receive bids as described in the Bidding Documents.
- 1.2 SCOPE OF BID: The scope of supply shall be as defined in the bidding document.
- 1.3 The successful bidder will be expected to complete the Scope of Bid within the period stated in special conditions of contract.
- 1.4 Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Documents Establishing Bidder’s Qualification
- 2.1.1.1 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidders claim of meeting qualification criteria.
- 2.2 The invitation of bid is open to any bidder who meets the BEC (Bidder’s Eligibility Criteria).
- 2.3 A bidder shall not be affiliated with a firm or entity:
- That has provided consulting services related to the work to the BCPL during the preparatory stages of the works or of the project of which the works form a part, or
 - That has been hired by the BCPL as engineer for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by BCPL for corrupt or fraudulent practices as defined in ITB clause no. 40 and 44.
- 2.5 The bidder is not put on holiday by BCPL or its PMC (i.e. EIL etc.) or black listed by any Government Department/Public Sector on due date of submission of bid. If the documents were issued inadvertently/downloaded from website, offers submitted by such bidders shall not be considered for opening/evaluation/award.
- 2.6 The job executed by a bidder for its own concern/subsidiary shall not be considered as experience for Bid Evaluation Criteria.

3. ONE BID PER BIDDER

- 3.1 A bidder shall submit only one bid in the same bidding process. 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.
- 3.2 Alternative bids are not acceptable.

4. COST OF BIDDING

- 4.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and BCPL, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5. SITE VISIT

- 5.1 The bidder is advised to visit and examine the site or/locations and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder’s own expense.
- 5.2 The bidder or any of its personnel or agents will be granted permission by the BCPL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the BCPL and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1 The bid documents is hosted on BCPL Websites and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB.
- 6.2 The bidder is expected to examine IFB, all instructions, form/formats, terms, specifications and drawings etc., enclosed in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information all required by the Bid Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

- 7.1 A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the BCPL in writing by e-mail/fax/post at mailing address indicated in the Bid Document.

8. AMENDMENT OF BID DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the BCPL may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the Bidding Documents. The addendum will be hosted on the BCPL website <http://www.bcplonline.co.in> and GAIL's website www.gailtenders.in. All the prospective bidders who have raised queries (in writing) against bidding document shall be informed by e-mail/Fax about the addendum for their reference. Bidders have to take into consideration of all the addendum(s)/corrigendum (s)/clarifications issued/web hosted, before submitting the bid.
- 8.3 The BCPL may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the BCPL shall be in English Language alone 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 BID

- 10.1 The bid prepared by the bidder shall comprise the following:
- 10.2 Envelope-I: **Superscribing** "Techno-Commercial Un-price Bid (PART-I)"
- 10.2.1 Part-I: Techno-commercial/Un-priced Bid shall contain the following:
- Covering letter.
 - Technical specification sheet (Section IV) of tender, duly signed
 - Price Schedule with prices blanked out mentioning "Quoted/Not Quoted" against each item and shall mention other details like rate of taxes and duties etc. considered.
 - All format duly filled-in
 - Material Safety Data sheet (MSDS)
 - Any other information/details required as per Bidding Documents.
- 10.3 **Envelope II: Superscribing "Price Bid- (PART-II)"**
Part-II shall contain original Schedule of Price duly filled in, signed on each page.

11. BID PRICES

- 11.1 The bidder shall quote prices on the appropriate format for "Price Schedule" enclosed as part of Bid Document.

- 11.2 Any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt.
- 11.3 Authorities and after ascertaining it's applicability w.r.t. the contract.
- 11.4 The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the supply considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the supply as per scope of supply, specifications, standards, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.5 Sales Tax form and Cenvatable invoice:
- a) BCPL will issue form "C" against inter-state transaction.
 - b) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty (if applicable) in all cases which shall be raised as per the details provided in detailed Order/Letter of Acceptance.
- 11.6 **PRICE BASIS & SCOPE**
- The price should be quoted in Price Schedule as detailed below and break-up to be provided wherever sought for.
- i) **Supplies:**
Supply price of all goods on F.O.T. dispatch point (including packing & forwarding) basis.
The Supply prices shall include the cost of imported raw materials components, if any, and customs & port clearance, customs duty, forwarding, handling and further transportation of their such built-in imported materials & components.
 - ii) **Inland Transportation:**
Transportation cost of all goods from Bidder's works/dispatch point up to Site(s), including handling, forwarding, loading on to trucks etc. inclusive of Entry tax, Octroi & Service tax etc.

Unloading of goods at Site(s) shall be in the scope of BCPL.
 - iii) Bidders shall indicate the following in Price Schedule:
 - a) Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
 - b) Excise duty including Cess on the finished goods
 - c) CST (against form "C")/VAT on finished goods
 - d) Any other taxes, duties, levies, etc. mentioned by bidder in bid
 - e) Road freight charges from Seller's works to BCPL , Lepetkata inclusive of all taxes, duties, levies including service tax and cess thereon.
 - f) The minimum amount of cenvat benefit that bidder will pass on to BCPL
 - iv) Excise Duty and CST against concessional form which will be payable on the finished goods, if this contract is awarded. Any statutory variation in Excise duty and Sales Tax/VAT on finished goods, if applicable, within the contractual delivery period shall be to BCPL's account against submission of the documentary evidence.
Seller will be required to pass cenvat benefit to BCPL equivalent to the minimum amount/rate as mentioned by them in the priced bid (except when there is any statutory reduction in rate of taxes and duties during the contractual delivery period), failing which BCPL shall deduct the difference (i.e. Minimum amount/rate mentioned in price bid-Actual amount/rate passed on to BCPL) from the supplier's invoice.
If seller provides cenvat benefit for an amount which is more than the minimum amount as mentioned by them in the priced bid (for any reason other than statutory change in rate of taxes/duties by Government of India), irrespective of date of delivery, then BCPL shall reimburse such amount at actual to the Seller, subject to reimbursement of CST/VAT or any other component as per the original ordered rate. However, if the increase in cenvat benefit is affected due to statutory change in rate of taxes/duties by Government of India within the

contractual delivery period, then BCPL shall reimburse such amount at actual including corresponding increase in CST/VAT or any other component arising out of such increase. Any decrease in the rate of taxes & duties shall be passed on to the BCPL.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 The bid shall remain valid for acceptance for 60 days from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the BCPL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its 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 14 in all respects.

13. EARNEST MONEY DEPOSIT/BID SECURITY

- 13.1 The bidder shall furnish, as part of its Bid, Security in the amount specified in the IFB.
- 13.2 The bid security is required to protect the BCPL against the risk of bidder's conduct which would warrant the bid security's forfeiture.
- 13.3 The bid security in Indian Rupees shall be in the form of Demand Draft/Banker's Cheque in favour of **M/s Brahmaputra Cracker and Polymer Limited**, payable at **Dibrugarh** (issued by Indian Nationalised/Scheduled bank) or in the form of an irrevocable Bank Guarantee in favour of **M/s Brahmaputra Cracker and Polymer Limited, Dibrugarh** as per format enclosed at F-3.

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 irrevocable Bank Guarantee the same shall be from any Indian schedule Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, 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 bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.

- 13.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be summarily rejected by BCPL as non-responsive.
- 13.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by BCPL pursuant to clause 13 above.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee .
- 13.7 The bid security/EMD may be forfeited:
 - 13.7.1 If a bidder withdraws its bid during the period of Bid validity.
 - 13.7.2 In case of a successful bidder, if the bidder fails:
 - i) To accept the award in accordance with clause 34 of ITB or
 - ii) To accept the arithmetic corrections pursuant to clause 29 of ITB and/or
 - iii) To furnish the performance guarantee in accordance with Clause as per SCC.
 - iv) 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 re-tendering.

- 13.8 Bid security should be in favour M/s Brahmaputra Cracker and Polymer Limited, Dibrugarh and addressed to BCPL. Bid security must indicate the bid document and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be as per Format F-3.
- 13.9 A) Firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate. Further, Public Sector Undertakings are also exempted from furnishing Bid Security.
B) Small Scale Industries registered with the NSIC under its single point registration scheme, shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit bid as per Clause 1.0 of IFB. THE PRICED BID SHALL NOT BE SUBMITTED WITH THE UN-PRICED BID.
- 14.2 The bid shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing must be stated below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.
- 14.3 The bid shall contain no alternations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

15. REJECTION CRITERIA:

- 15.1 The following conditions/clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-
1. Non-submission of EMD as per tender
 2. Bid validity less than 120 days from the final due date of bid closing
 3. Non-acceptance of delivery schedule as per tender
 4. Non-acceptance of payment terms
 5. Non-submission of FIRM & FIXED prices till completion of supplies
 6. Non-submission of prices on FOT site basis.
 7. Non-acceptance of security Deposit.
 8. Non-acceptance of Guarantee/Warranty clause
 9. Non-acceptance of Arbitration clause
 10. Non-acceptance of Force Majeure clause
 11. Scope of Work
 12. Specification
 13. Price Schedule / Schedule of rates
 14. Delivery / Completion Schedule
 15. Price Reduction Schedule
 16. Applicable Laws.
 17. Any other condition / clauses mentioned in the tender documents.
 18. Penalty/Compensation for delay
 19. Termination
 20. Time schedule

SUBMISSION OF BIDS

16. MARKING OF BIDS

- 16.1 Bid shall be submitted in the following manner:
Part-I (in a sealed envelope): Techno-commercial/un-priced bid
Part-II (in a sealed envelope): Priced Bid

Also refer clause 10 above.

- 16.2 All envelopes containing the documents in physical form required to be submitted by the bidder shall have 'Bid Document Number' and shall be addressed at address mentioned below.
OFFICE OF THE DY. GENERAL MANAGER (C&P)
ADMINISTRATIVE BUILDING,
BRAHMAPUTRA CRACKER & POLYMER LTD.
PO – LEPETKATA
DIBRUGARH-786006, ASSAM
TEL: 0373-2914635
- 16.3 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required. If the envelope is not sealed and marked as above, the BCPL will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BID

- 17.1 The Bid containing Part-I and II must be submitted within due date and time for bid submission as specified in clause 1.2.6 of IFB.
- 17.2 The BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by e-mail/fax or any written communication to all prospective bidders who have raised the queries against this bidding document extend the deadline for the submission of bids in which case all rights and obligations of the BCPL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

18. LATE BIDS/UNSOLICITED BIDS/BID SUBMISSION AT OTHER PLACE

- 18.1 Bids received after the bid due date and time stipulated in the tender will be considered as late bids. Such bids shall not be opened and will be returned in unopened condition to the bidder.
- 18.2 Unsolicited bids or bids being submitted in physical form/to address other than one specifically stipulated in the bid document will not be considered for opening/evaluation/award and will be returned to such bidders.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission.
- 19.2 No bid shall be modified after the deadline for submission of bid.
- 19.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may lead to penal action against the bidder like putting such bidders on HOLIDAY.

BID OPENING AND EVALUATION

20. BID OPENING

- 20.1 Un-priced Techno-Commercial bid opening;
- 20.2 The BCPL will open, in the presence of bidders' designated representatives, the un-priced part at date and time as stipulated in IFB at BCPL's address. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 20.3 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the BCPL may consider appropriate will be announced by the BCPL.

21. PROCESS TO BE CONFIDENTIAL

- 21.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders. Any effort by a bidder to influence the BCPL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

22. CONTACTING THE OWNER

- 22.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the BCPL for any matter relating to the bid it should do so in writing.
- 22.2 Any effort by a bidder to influence the BCPL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 23.1 Techno-Commercial Bid Evaluation.
- 23.2 The BCPL 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.
- 23.3 Prior to the detailed evaluation, the BCPL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 23.4 The BCPL 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 BCPL 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/specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
 - b) Any other relevant factor, if any that the BCPL deems necessary or prudent to be taken into consideration.-
- 23.5 Requisite forms containing all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

24. PRICE BID OPENING

- 24.1 The BCPL shall inform the time, date and venue for price 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.
- 24.2 The BCPL will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 The bidder's name, prices, and such other details as the BCPL, at its discretion, may consider appropriate, will be announced and recorded at the time of bid opening.

25. ARITHMETIC CORRECTIONS

- 25.1 The bids will be checked for any arithmetic errors as follows.
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
 - (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as

included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

- (v) When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates OR the Total unit rate quoted under column 10 of Section IIID (Part-B) of tender, whichever is lower. If after evaluation, such bidder is L-I, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
- (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- (vii) IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (viii) After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions declared upfront in the tender documents.
- (ix) 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.

25.2 If the bidder does not accept the correction of errors, it's bid will be rejected.

26. EVALUATION:- Techno-Commercially Qualified bids will be compared based on the total evaluated price inclusive all charges, P&F, taxes-duties, freight & less CENVAT Credit, Input Tax credit , if any as quoted by the bidder.

26.1 Evaluation and Comparison of Bid:

The evaluation of all the responsive bids to arrive at the lowest evaluated offer shall be done as under:

- i) Ex-works price quoted by the bidder (including packing, forwarding, taxes and duties, if any, on components and raw materials).
- ii) Excise duty including Cess applicable on the finished goods.
- iii) Sales Tax/VAT on the finished goods (With form 'C' for CST/ With Concessional form for LST/VAT).
- iv) Freight charges (as quoted) for inland transportation up-to BCPL, Lepetkata Site.
- v) Less Cenvat benefit towards Excise duty as quoted by bidder.
- vi) Less VAT input credit (Applicable only for the parties supplying from Assam.)

- To enable the owner to avail Cenvat Credit & VAT input credit, the supplier shall furnish to owner all certificates and documents including Cenvatable invoice and Vatable Invoice as may be required by the owner to avail the CENVAT credit & VAT input credit with respect to Excise Duty and VAT as mentioned by the bidder in their bids.
- Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.
- In case of statutory changes, the rate of ED & Cess, CST/VAT & Service Tax, considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

26.2 METHODOLOGY FOR DISTRIBUTION OF QUANTITY:

Methodology for distribution of quantity will be as follows:

- In order to finalize Rate Contract with **three suppliers**, the distribution of quantities (after reduction of quantities for MSE, if applicable as per sl. no. iii below) shall be done as under:

- If one bidder is L1 and two bidders match the rate of L1 bidder, then the distribution of quantity shall be as under :-

L1 – 50 %, L2- 25%, L3-25% .

- If two bidders are L1 and One bidders match the rate of L1 bidder, then the distribution of quantity shall be as under :-

L1 – 37.5% each (37.5x2=75%), L2- 25% .

- If three bidders are L1, 25% of the total quantity to each of the three L1 bidders (33.33x3=99.99%).

- If one bidder is L1 and only one bidder match the rate of L1 bidder, then the distribution of quantity shall be as under:

L1 – 60 %, L2- 40 % .

- In case two bidders are L-1 position & no bidders (L2,L-3.....) matching the L-1 price, then the quantity will be distributed 50% each to L-1 bidders.

- In case of Sole bid situation or due to non-matching / non-quoting of rates by other bidders, then the entire quantity (100%) shall be allocated to the L1/sole bidder.

- For this distribution purpose, L2 and L3 shall be asked to match L1 rate. In the event of L2/L3 bidder not agreeing to match L1 rate, possibility shall be explored

- with L4, L5..... and so on, so as to select three sources for award of contract.
- ix) In case Micro and Small Enterprises quote prices within the price band of L1+15% and are not L2 and L3 bidder, they shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply 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 of non-availability of MSEs owned by SC/ST entrepreneurs.

Accordingly, after allotting the quantities to MSEs as prescribed above, remaining quantity shall be distributed to bidder (s) as methodology mentioned herein above at (i) & (ii).

BCPL's decision in this regard shall be final and binding on the bidder

26.1 PREFERENCES

Purchase Preference to Central Government Public Sector Undertaking (PSU) shall be allowed as per Government Instructions in vogue.

a) Purchase Preference

Purchase Preference to the products and services of Central/State Government/Public Sector, Enterprises and Public Sector Construction and Services Enterprises may be accorded in line with the instructions of the Govt. from time to time.

b) Price Preference to Indigenous Supplier/Services over Imported Materials against International Competitive Bidding.

The price preference to be given to the indigenous supplies/services over the imported ones will be governed in line with the instruction of the Govt. from time to time.

c) Price/purchase preference to the products of SSS

The price preference to be given to the SSS will be governed in line with the instructions of the Govt. from time to time.

AWARD OF CONTRACT

27. AWARD OF ORDER

- 27.1 The BCPL will award the contract to the successful bidder (s) whose bid has been determined to be substantially responsive, meets the Bid Evaluation criteria and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the contract.

28. QUANTITY VARIATION:

Refer clause no.3 of Section III of tender (Special Conditions of Contract)

29. BCPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

- 29.1 The BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected

bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL's action.

30. NOTIFICATION OF AWARD

- 30.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing that his bid has been accepted. The notification of award/Fax of Acceptance will constitute the formation of the Contract.
- 30.2 The Delivery/Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).
- 30.3 Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of your bid and bidding document. Bidder will be required to confirm receipt of the same by returning "copy of the FOA duly signed and stamped by the bidder as a token of acknowledgement to BCPL.

31. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

Please refer clause no.12 of Section IIIA of tender document (General Conditions of Contract).

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of delivery of last lot. The tentative period of delivery of last lot is October'2016.

32. CORRUPT AND FRAUDULENT PRACTICES

- 32.1 The BCPL requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the BCPL 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 anything of value to influence the action of public official in contract execution, and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the BCPL, 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 BCPL of the benefits of free and open competition.
- 32.2 The BCPL will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:
- 32.3 The BCPL will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.
- 33. ORDER OF PRECEDENCE**
- 33.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts- Goods. Where any portion of Special Conditions of Contracts and General Condition of Contract- Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract-Goods, only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Condition of Contract-Goods.

34. Submission of False/Forged documents:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of this 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.
- b) In case, the information/documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false/forged after the 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 other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c) In case the issue submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeiture any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

35. Settlement of disputes between Government Department and another and One Government Department and Public Enterprise and one Public Enterprise and another.

Settlement of disputes between Government Department and another and One Government Department and Public Enterprise and one Public Enterprise and another, the Arbitration shall be as follows:

“In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be

nominated by Secretary, Department of Legal Affairs (“Low Secretary”) in terms of the Office Memorandum No. 55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

36. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

A.1”Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 ”Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 ”Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4”Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ices.

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

A.9 "Investigating Agency" shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency shall not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/misappropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for

fraud/mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice’ shall prevail.

37. Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good

Good

Fair

Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on “HOLIDAY” for a period of 1 to 3 years depending upon the nature of failure on

their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

F-15

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE		40 Marks
Delivery Period / Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 12 weeks	20
	Delay up to 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 16 weeks	20
	Delay up to 20 weeks	15
	Delay up to 24 weeks	10
	More than 24 weeks	0
1.2 QUALITY PERFORMANCE		40 Marks
For Normal cases: No defects / No deviation / No failure		40 Marks
i. Rejection / Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases.	10 Marks
ii. When quality failure endanger system integration & safety of the system.	Failure of severe nature	0 Marks
	- Moderate nature	5 Marks
	- Low severe nature	10-25 marks
iii. Number of deviation	1. No. deviation	5 marks
	2. No. of deviation < 2	2 marks
	3. No. of deviation > 2	0 marks
1.3 RELIABILITY OF PERFORMANCE		20 Marks
A.FOR SUPPLIES:		
(i) Submission of order acceptance, PBG, drawings & other documents within time.		5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)		5 Marks

(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

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

SECTION-III A

General Conditions of Contract-Goods (GCC-Goods)

(attached as Annexure-I)

SECTION-III B

SPECIAL CONDITIONS OF CONTRACT

The Special Condition of contract shall be read in conjunction with the general conditions of contract schedule of rates, specifications, 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 condition of contract and shall to the extent of such repugnancy, or variations, prevail.

BRIEF SCOPE OF SUPPLY:

BCPL intends to procure 10000 no of 5000 meter length thread cone and 1300 no of 1000 meter length thread cones for PP & LLDPE/HDPE bagging machine of BCPL, Lepetkata, Dibrugarh, Assam.

DELEVERY SCHEDULE:

1. The 5000 meter length thread rolls delivery shall be made in Four lots. The first lot of 4000 rolls within one month of issue of PO/FOA, whichever is earlier. Balance quantity will be delivered after successful performance of first lot followed by three equal lots of 2000 rolls each in successive months.

2) The 1000 meter length thread rolls delivery shall be made in two lots. First lot of 800 rolls within one month of issue of PO/FOA, whichever is earlier .Balance quantity will be delivered one months after successful performance of first lot.

The delivery should be strictly adhered to the time and quantity mentioned.

PAYMENT OF TERMS:

100% payment within 30 days after receipt and acceptance of the material at site.

GUARANTEE / WARRANTY& REPLACEMENT

Material shall be supplied strictly as per technical specifications. The supplied material shall be guaranteed against defective materials/non-compliant specifications for a period of 6 months from date of dispatch.

The quality of actual supplied thread rolls must match with that of sample thread rolls supplied along with the offer.

If at any point of time, the material is found to be of inferior quality, then the whole lot/consignment shall be rejected and supplier shall have to replace the concerned material at its risk and cost.

The supplied material should have minimum shelf life of Twelve (12) months from the date of dispatch. Accordingly bidder should provide guarantee / warrantee on the supplied material for the shelf life period.

FIRM AND FIXED PRICES:

The price quoted by the bidders shall remain firm and fixed till completion of supplies.

CERTIFICATE OF ANALYSIS:

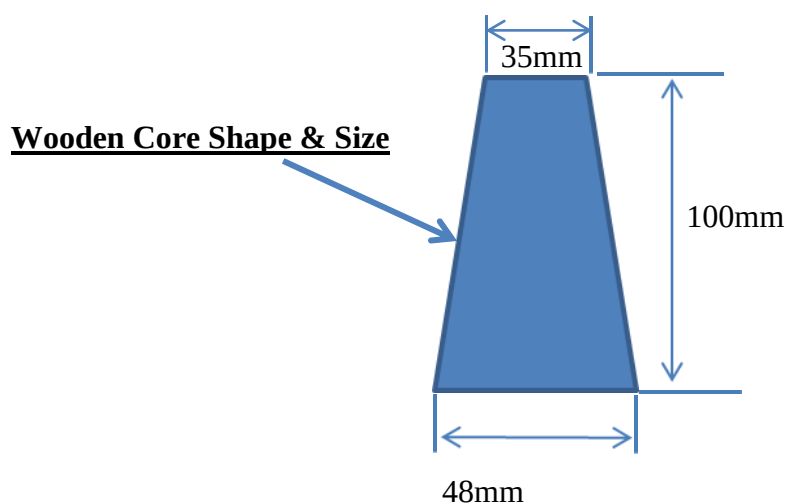
Bidder is to provide 02 nos of sample 5000 & 1000 meters length thread rolls using plastic cones for testing on our bagging machines along with the offer free of cost. There should not be any thorns on the cones. Each supply (lot) of material shall be accompanied by test CERTIFICATE as per technical specification.

TECHNICAL SPECIFICATION OF THREAD CONE

1. Bidder has to stictily adhere to the conditions mentioned below:

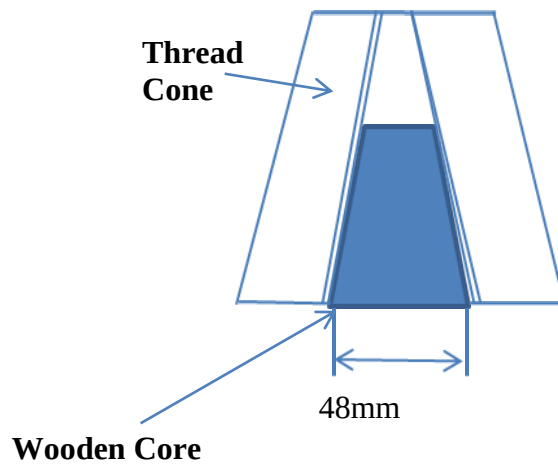
Purpose	For bag closing by New long Stitching (Automatic Bagging) Machine
Thread	Spun polyester 100%
Shape of Thread Cone	Shaped like Trapezoid
	Wooden core should be completely covered by the thread cone
Dimensions of Thread Cone	As per attached file for 5000 metres long thread
Length in one roll (in Mtrs.):	5000 for automatic bagging machine as per attached file 1000 for hand operated stitching machine (Shaped like Trapezoid)
Thread size	20/6
Knots	Knot less
Twist	Well twisted with balanced twist
Colour	Natural white
Tensile strength	Should be more than 3150gf
Lubrication	Minimum 3.4% Silicone Oil Treated
Melting Point	250 to 260 degree Celsius

Shape & Dimenssions of Threacd cone are discribed below:-



- * The core of the thread cone inner diameter should be more than the diameter of the above wooden core.

And the shape is to be cone shape with flat bottom.



2. The supplier to give the dimensional conformity of the thread cone supplied, if during BCPL random checks if it is not confirming to the drawings(As described above) within the tolerance limits the whole lot will be rejected and supplier has to take back the entire lot at thier own cost.
3. BCPL can conduct quality check of the Thread cone in reputed lab and if the result of the same doesnot conform then the whole lot of supplier shall be replaced by the supplier at his own risk and cost within stipulated time period of 45 days from intimation from BCPL.
4. BCPL can summarily reject the whole lot of material during inspection at BCPL's premises if the material does not conform to serial no. 1,2,3above.In that event, the whole lot of supplied Thread cone shall be replaced by the supplier at his own risk and cost within stipulated time period of 45 days after such intimation from BCPL.

QUALITY VARIATION:

For any reason up to $\pm 5\%$ (Five percent) variation of the supplied dimension of thread length may occur. However the payment shall be made based on the actual quantity of Thread cone supplied as per provision of Purchase order.

APPROVAL AND ACCEPTANCE:

Bidder shall dispatch the material only after getting approval from BCPL. The basis for acceptance shall be the inspection report & test results of bidder. In case the same is not found in conformity with the specified value, the whole material is liable to be rejected.

DOCUMENTS REQUIRED:

Technical offer of the bidder should contain the following documents:

- Product datasheet of Thread Cone
- Material safety data sheet (MSDS).
- Storage instruction and safe handling procedure
- Reference list of users and Names of contact persons

PACKING INSTRUCTION:

All packing shall be done in such a manner so as to avoid damage.

Each Thread cone should be marked with i.e. Name of material & code no. Manufacturer's name & batch number, Date of manufacture & net quantity etc.

SECTION IV

FORMS AND FORMATS

Sr. No.	Form No.	Description	Page No.
1.	F-I	ACKNOWLEDGEMENT CUM CONSENT LETTER	
2.	F-2	BIDDER'S GENERAL INFORMATION	
3.	F-3	BIDDER'S QUERIES FOR PRE BID MEETING	
4.	F-4	BID FORM	
5.	F-5	CHECK LIST	
6.	F-6	NO DEVIATION CONFIRMATION	
7.	F-7	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT[EMD]/ BID SECURITY	
		INSTRUCTIONS FOR FURNISHING BID- GUARANTEE BANK GUARANTEE	
8.	F-8	PROFORMA OF CONTRACT PERFORMANCE GUARANTEE	
9.		INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE	
10.	F-9	AGREED TERMS AND CONDITIONS	

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.

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 mjduarah@bcplindia.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 and Polymer Limited
PO. Lepetkata, Dist. Dibrugarh, Assam
TEL# 0373-2914609

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.

- 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	:		Signature	:	
Date	:		Name	:	
Seal/Stamp	:		Designation	:	

BIDDER'S GENERAL INFORMATION

To
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
 P.O. LEPETKATA,-786006
 DISTRICT – DIBRUGARH
 ASSAM

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

(Country Code)

(Area Code) (Telephone Number)

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Bid Currency _____

1-12 Place of dispatch _____

1-13 Whether Supplier / Manufacturer _____
Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:
Date:

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

BIDDER'S QUERIES FOR PREBID MEETING

To,
 Dy. General Manager(C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam(India)
 Phone: +91373291461

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

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

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

**F-4
BID FORM**

To

Brahmaputra Cracker & Polymer Ltd.
Administrative Building, BCPL Project Site,
Lepetkata-786006, Dibrugarh
Assam

Dear Sir,

After examining/reviewing the Bidding Documents for SUPPLY OF CS LYE we, the undersigned, are pleased to bid to execute the order in conformity with, the said Bidding Documents, including all Corrigendum and Addenda.

We confirm that this bid is valid for a period of 90 days 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 Contract Price, for the due performance within fifteen days of such award (if agreed in tender).

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

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

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

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

F-5
CHECK LIST

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

SL NO.	DESCRIPTION	STATUS (Submitted / Not Submitted)
1	Bidder has submitted the Technical Specification & Scope of supply placed at Section IV of tender, duly signed by authorized signatory with company seal affixed as token of acceptance	
2	Bidder has submitted the format F-6 (Agreed Terms and Conditions)	
3	Bidder has submitted price bid strictly as per the format enclosed with tender (SECTION V)	
4	Bidder has submitted EMD / Bid Bond. In..... case bidder is registered with NSIC and is claiming exemption, then bidder to submit Attested/Notarized copy of NSIC certificate with un-priced bid clearly showing the item category and monetary limit up to which they have been registered (c) PSU's are exempted from submission of EMD. Bids without EMD/NSIC Certificate shall be summarily rejected.	
5	Bidder has submitted un-priced bid and price bid separately and has not mentioned prices in un-priced/technical bid	
6	Copy of the Price Schedule/SOR sheet (with the words 'QUOTED / NOT QUOTED' in the various columns) has been submitted with un-priced bid	
7	Bidder has submitted their bid (priced and un-priced in separately sealed envelopes and covered in a larger envelope duly sealed) and submitted the same thru courier/post/hand delivered at Lepetkata, Dibrugarh	
8	Bidder has submitted MSDS (Material Safety Data sheet) of the quoted item	
9	All formats duly filled-in have been submitted duly signed by authorized person(s) with un-priced bid	

Place:
Date:

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

NO DEVIATION CONFIRMATION

TO,

**BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
P.O. LEPETKATA, PIN-786006
DISTRICT – DIBRUGARH
ASSAM**

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
and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

Ref.-----

Bank Guarantee No.-----

Date-----

To
 Brahmaputra Cracker & Polymer Ltd.
 Main Fire Station Building, BCPL Project Site,
 Lepetkata-786006, Dibrugarh
 Assam

Dear Sir (s),

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

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

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

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

(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the
 bidder by Brahmaputra Cracker & Polymer Limited., the amount -----
 -----without any reservation, protest, demur and recourse. Any such demand by BCPL, shall
 be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
 This guarantee shall be irrevocable and shall remain valid upto----- (This date should be
 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If any further
 extension of this guarantee is required the same shall be extended to such required period on receiving
 instructions from M/s----- on whose behalf this
 guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 -----day of -----2012 ----- at -----

WITNESS :

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp
Attorney as per _____
Power of Attorney No. _____
Date : _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

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.

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 Bidding Documents.

The bank guarantee by bidders will be given from bank as specified in ITB.

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 BCPL at its address as mentioned at ITB under intimation to BCPL.

Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no from where the earnest money bond has been issued.

If a bank guarantee is issued by a commercial bank, then a letter to BCPL 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 under intimation to BCPL.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**(PERFORMANCE SECURITY) - UNCONDITIONAL****(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

Ref.:

Bank Guarantee No.:

Date:

To,
Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam. INDIA

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s_____ having principal office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No._ _____ dated _____ and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of `_____ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality _____ to Owner/Purchaser.

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to _____ without a reference to the SELLER.

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding notwithstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters

aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Not with standing anything contained herein above our liability under this Guarantees restricted to ` / US\$ / EURO \_\_\_\_\_ ( ` / US DOLLAR / EURO _____) AND it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 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 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the seller up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 20__

WITNESS:

(SIGNATURE)
NAME

(SIGNATURE)
NAME
BANK RUBBER STAMP

(NAME)

(OFFICIAL SEAL)
Date-

Designation with bank stamp
Plus Attorney as per Power Of Attorney/Resolution
Board of Directors

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.

BRAHMAPUTRA CRACKER AND POLYMER LIMITED**AGREED TERMS & CONDITIONS (FOR DOMESTIC BIDDERS)**

Vendor Name: M/s _____

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

1. ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.
2. DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.
3. ALL COMMERCIAL TERMS ARE TO BE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.
4. FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1	Specify Despatch Point.	
2	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given / confirmed herein above shall prevail.	
3	Inland transit Insurance: Prices quoted exclude Inland transit insurance.	
4	Taxes & Duties: a) Quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. Strictly in accordance with the terms and conditions specified in BID Document. b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining it's applicability w.r.t. the contract.	
5	Excise Duty: a. Tariff sub-heading no. b. Confirm the present rate of Excise Duty (in %) considered in the price bid c. Confirm acceptance of variation in tax/duties as stipulated under section II of tender document.	a) b).....% c)
6	Please indicate following break-up a) Cenvatable Excise Duty. b) Non Cenvatable Excise Duty.	%%
7	The payment against Cenvatable portion shall be made at actual subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
8	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
9	a. Clarify whether Excise Duty will be applicable on freight charges also. b. In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. c. Only statutory variations, if any, in the present rate of excise duty, Up to the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
10	Sales Tax: a. Specify CST/ VAT	%

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	b. Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid: c. Clarify whether Sales Tax will be applicable on freight charges also. d. In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. e. Only statutory variations, if any, in the present rate of CST/LST/VAT, up to contractual delivery period shall be to Owner's account subject to documentary evidence to be Furnished by the vendor. f. If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
11	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by them in the price bid. Otherwise, BCPL shall deduct the differential amount as stipulated under section II of tender document.	
12	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in Completion period specified in Special Conditions of Contract enclosed in BID Document. b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	
13	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per it's discretion).	
14	Repeat Order: Confirm acceptance of REPEAT ORDER within 6 (six) months as per GCC.	
15	Performance Bank Guarantee (for successful bidder): Confirmation that Security Deposit/Contract cum Performance Bank Guarantee for 10% of total order value shall be submitted within 15 days of receipt of order as per format F-4 and tender.	
16	VALIDITY: Confirm that the offer shall be valid up to 120 days from the bid due date/extended due date.	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
17	a. Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical Corrigendum, if any, without any deviation. b. Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i)General Conditions of Contract (Goods) ii)Invitation for Bid (IFB) iii)Instructions to Bidders (ITB) iv)Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer.	
18	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private company in which any director of Owner is a member or Director.	
19	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	
20	Please confirm your offer contains the following: a. <u>UNPRICED OFFER</u> Deviation sheet, if any. b. <u>PRICED OFFER</u> Price Schedule. c. Statement that all specification and terms & conditions are as per unpriced copy of offer.	
21	The quoted rates shall remain FIRM & FIXED till complete execution of order/Contract period, whichever is earlier.	
22	Bidder has not taken any deviation to the Technical Specification sheet placed at Section IV of tender . The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid.	
23	Bidder accepts PAYMENT TERMS as per tender (refer Section IIIB of tender document).	
24	Bidder accepts DELIVERY SCHEDULE as per tender (refer Section IIIB of tender document).	
25	Bidder accepts Guarantee clause as per as per tender.(refer Section IIIB of tender documents).	
26	Bidder accepts Arbitration/ Resolution of Dispute clause as defined in tender .	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
27	Bidder accepts Force Majeure clause as defined in tender .	
28	Bidder agrees to submit the dispatch documents as listed at tender (in the event of order) .	
29	Bidder confirms that they have not asked for any advance Payment.	
30	Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges up to Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service tax.	
31	Whether bidder falls under MSE Act.	
32	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index	
33	Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid has been initialed and stamped by the authorized person	
34	Does your organization have an environment policy?	
35	Does your organization have ISO 14001 certification, if so, since when?	
36	Does your organization use any environment friendly product in manufacturing/packing/distribution process etc.?	
37	Details of any award received in the field of Environment, Safety and Health.	
38	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws.	
39	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection.	

F-10

Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers)

Government of India, vide Gazette of India No 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all Central Ministries / Departments / PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be applicable:

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply 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 of non - availability of MSEs owned by SC / ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- vi) 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 regard.
- vii) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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..

CA CERTIFICATE FORMAT FOR MSE TO WHOMSOEVER

IT MAY CONCERN This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006,. Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____(whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs) .

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on Statutory Auditors / CA's letter head, filled, signed and stamped 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.

PRICED & UNPRICED SCHEDULE

Part –I

UNPRICED SCHEDULE OF RATE (SOR)

TENDER NO: **BCPL/DIB/C&P/S/2015/S/288/MD**

Un Price Schedule

S L N O	BCPL CODE	LUBE DESCRIPTION	Qty	UNIT RATE		P&F Charge (%)	Excise Duty (%)	CST (%)	Total Unit Rate (Rs)	Total Amount (Rs)
				In fig(Rs)	In words(Rs)					
1	4501010483	5000 Meter Length THREAD CONE	10000	DNQ	DNQ	DNQ	DNQ	DNQ	DNQ	DNQ
2	3806010013	1000 Meter Length THREAD CONE	1300	DNQ	DNQ	DNQ	DNQ	DNQ	DNQ	DNQ
GRAND TOTAL									DNQ	

Note:

NAME OF BIDDER: _____

PLACE : (SIGNATURE OF BIDDER & COMPANY SEAL)

DATE:

Part –II

PRICED SCHEDULE OF RATE (SOR)

TENDER NO: **BCPL/DIB/C&P/S/2015/S/288/MD**

Price Schedule

S L N O	BCPL CODE	LUBE DESCRIPTION	Qty	UNIT RATE		P&F Charge (%)	Excise Duty (%)	CST (%)	Total Unit Rate (Rs)	Total Amount (Rs)
				In fig(Rs)	In words(Rs)					
1	4501010483	5000 Meter Length THREAD CONE	10000							
2	3806010013	1000 Meter Length THREAD CONE	1300							
GRAND TOTAL										

Note:

NAME OF BIDDER: _____

PLACE : (SIGNATURE OF BIDDER & COMPANY SEAL)

DATE: