



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



Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)
ADMINISTRATIVE BUILDING, PO: LEPETKATA
DISTT.: DIBRUGARH, ASSAM
PIN CODE: 786006
PHONE NO. 0373 2914636

TENDER NO: BCPL/C&P/LE16S274MD/10000048

TENDER DOCUMENT

FOR

**“PROCUREMENT OF 4450 MT OF BUTENE-1” FOR LLDPE/HDPE
UNIT OF BCPL- LEPETKATA, DIBRUGARH, ASSAM, INDIA**

Tender Submission Date & Time	:	Up to 30.11.2016 at 14:30Hrs
Tender Opening Date & Time	:	30.11.2016 at 15:00 Hrs
Tender Fee		USD 1000 or INR 65000 for Foreign/Domestic bidders (in favour of “Brahmaputra Cracker and Polymer Limited” payable at Dibrugarh (Assam), India

EMD Amount	:	Rs 37,00,000/- for Indian Bidders. USD 55000 or INR 37,00,000/- for Foreign Bidders
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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

NOTICE INVITING TENDER

OPEN INTERNATIONAL COMPETITIVE BIDDING (ICB)

(TENDER NO. BCPL/C&P/LE16S274MD/10010000048 dated 09.11. 2016)

BCPL INVITES SEALED BIDS FOR“PROCUREMENT OF 4450MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT as detailed below:

Cost of Tender Document: **USD 1000 or INR 65000**

Sale Period of Bid Document: **From 09.11.2016 to 29.11.2016**

Pre-Bid Meeting: **18.11.2016 at 11.30AM**

Bid due date for submission: **Up to 30.11.2016 at 14.30 hrs.**

For details, visit BCPL (www.bcplonline.co.in) or GAIL (www.gailtenders.in)website & CPP Portal. Any revision, clarification, Addendum , corrigendum , time/due date extension etc.(if any), to this tender would appear on above websites only & will not publish on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.

Corporate Identification No. U11101AS2007GOI008290



TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR “PROCUREMENT OF 4450 MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA, DIBRUGARH, ASSAM, INDIA

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; CPP Portal; http://www.bcplonline.co.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard Copy of Bids are acceptable?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Applicable. Rs 37,00,000/- for Indian Bidders USD 55000 or INR 37,00,000/- for Foreign Bidders
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD as per following: As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits



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



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SECTION - I

INVITATION FOR BIDS [IFB]

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE
UNIT OF BCPL- LEPETKATA PLANT



SECTION - I INVITATION FOR BID[IFB]

To,

Date: 09.11.2016

PROSPECTIVE BIDDERS

SUB: “PROCUREMENT OF 4450 MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA, DIBRUGARH, ASSAM, INDIA

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE	:	Bidders to start dispatching the material after 15 days of placement of LOI. However, exact date of dispatch shall be intimated after placement of LOI. 1st consignment (Tanker/Iso-container with bottom unloading facility/Any other mode) dispatch date shall be considered as the start date of delivery. Total quantity of 4450 MT of Butene-1 to be supplied by the party within 12 Months from the date of LOI. The order validity period shall be 1 year from the date of LOI and can be extended for 6 Months under same terms and conditions (refer Section V of SCC).
II	Tender Fee	:	USD 1000 or INR 65000 for foreign bidders (in favour of “Brahmaputra Cracker and Polymer Limited” payable at Dibrugarh (Assam), India
III	Earnest Money Deposit (EMD)	:	Rs 37,00,000/- for Indian Bidders USD 55000 or INR 37,00,000/- for Foreign Bidders
IV	BID DUE DATE & TIME	:	30.11.2016 upto 1430 Hrs
V	OPENING OF UNPRICED BID	:	30.11.2016 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	30.03.2017

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR “PROCUREMENT OF 4450MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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VII	VENUE FOR OPENING OF UNPRICED BIDS	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	: Open International Competitive Manual Bidding (Under Two Bid System Basis) through Press Advertisement. Tender is uploaded at GAIL's/BCPL's website and CPPP website, along with intimation to the prospective bidders and NIT clipping to Consulates/Embassies/Trade Representatives of the countries of prospective suppliers. WEBSITE: https://www.gailtenders.in; http://www.bcplonline.co.in; and CPP Portal
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	18.11.2016 at 11.30 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in;> [http://www.bcplonline.co.in](http://www.bcplonline.co.in;)) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.

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- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **18.11.2016 at 11.30A.M.** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation, please contact Mr. Manob Jyoti Duarah, Dy. Manager (C&P) Phone No.:0373- 2914635/ 9435139382, E-mail ID: mjduarah@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer Limited

[S K Mishra]
Ch. Manager [C&P]
Ph: +91-0373-2914637
E-mail: skmishra@gail.co.in



SECTION-II

BID EVALUATION CRITERIA [BEC]



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.1 **BEC- Technical: (as a single bidder)**

1.1.1 Bidder should be a 'Manufacturer of Liquid Hydrocarbon' or 'Authorized Distributor/Dealer of Manufacturer of Liquid Hydrocarbon' or 'Importer/Exporter/Trader of Liquid Hydrocarbon for Captive Consumption/Petrochemical/Refineries/Fertilizer/Hydrocarbon/Chemical Process Plants'.

1.1.2 In addition to above criteria, the bidder must have 'Supplied' or 'imported for Captive Consumption' or 'imported & supplied or exported & supplied for Captive Consumption/Petrochemical/Refineries/Fertilizer/Hydrocarbon/Chemical Process Plants' a minimum quantity of **2225MT** of Liquid Hydrocarbon against one single contract/order to any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in previous SEVEN years prior to final due date of bid submission.

1.2 **BEC- Financial: (as a single bidder)**

1.2.1 **TURN OVER:** The annual turnover of the bidder must have **minimum value of Rs. 18.42 Crore (For Indian Bidder) and USD 2760374 (For Foreign Bidder)** in any of the three (03) previous financial years ending on 31st March'2016, i.e. **FY: 2015-2016, 2014-2015 & 2013-2014.**

1.2.2 **NET WORTH:** Net Worth of the bidder should be **positive** as per the **last audited financial statement** i.e. **FY: 2015-2016.**

1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs.3.68Crore (For Indian Bidder) and USD 551475 (For Foreign Bidder) as per the last audited financial statement for the year** i.e. the financial year **2015-2016.**

Note:

- i) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-15** of tender document, having net worth not less than **Rs. 100 Crore or US \$ 22 Million**, confirming the availability of the line of credit at least for the working capital requirement as stated above.

1.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 1.1 & 1.2:**



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document [All documents to be submitted must be Certified/attested with legible stamp as mentioned at Sl. No. 3 below]	
1.	1.1.1	Experience against Status of Bidder to comply 1.1.1	In case the bidder is a Manufacturer, must submit valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e, valid Industrial License /Annual Report/ Monthly Excise Return Form (ER-I)/Company Registration Certificate / ISO Certificate / Excise Registration Certificate / Certificate issued by Statutory Authority /NSIC Certificate or equivalent certificate]. In case the bidder is an authorized distributor / dealer/importer/exporter/trader, must submit a copy of valid documentary evidence.
2.	1.1.2	Experience to comply 1.1.2	Bidder must submit copy of a single Purchase Order/Contracts and proof of POs/Contracts execution /completion [(i.e. execution/ completion certificate(s) issued from purchaser/end user/ authorized consultant of owner/Invoice with proof of payment/Inspection note / Bill of Lading/Bill of Entry/Shipping bill etc.) clearly having the reference no. of P.O, Item Description, Quantity executed and actual date of execution/completion, etc]
3		Authentication of Document for BEC Clause Number 1.1.1&1.1.2	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be: (i) For Indian bidder: duly certified/ attested by Chartered Engineer and notary public with legible stamp. (ii) For Foreign bidder: duly certified/ attested by



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			Chartered Engineer/ Licensed Professional Engineer/EurEta Registered Engineer/ Eurlng or Equivalent Registered Engineer of bidder's country with legible stamp. Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostle affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1,1.2.2 of above BEC) to be submitted must be duly Certified/attested with legible stamp as mentioned below at Sl. No. 8 below]	
4	3.2.1	Annual Turn-over	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014
5	3.2.2	Net worth	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2015-16.



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
6	3.2.3	Working capital	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2015-16. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-15 of tender document) from the Bidder's bank having net worth not less than Rs. 100 Crore or US \$ 22 Million, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.
7		Format, applicable for 3.2.1, 3.2.2 and 3.2.3	F-16 and "Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document).
8		Authentication of Document for 1.2.1 & 1.2.2	For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC) following to be complied : (i) Indian Bidder: shall submit "Details of financial capability of bidder" in the prescribed Format, F-16 duly signed and stamped by a Chartered Accountant. Further, copy of audited annual financial statements (audited Balance sheet and Profit & Loss account statement) submitted in bid shall be duly certified/ attested by Notary Public with legible stamp. (b) Foreign Bidder: shall submit "Details of financial capability of bidder" in the prescribed Format, F-16 duly signed and stamped by a Chartered Accountant. Further, copy of audited annual financial



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			statements (audited Balance sheet and Profit & Loss account statement) submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC Apostille affixed by Competent Authorities designated by the Government of bidder's country is also acceptable.

Note to above Bidder's Eligibility Criteria (point no. 1.0):

- (a) Also the job executed for a 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 payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- (b) Definition of 'Supplied'/ 'Imported and Supplied'/'Exported and Supplied': The bidders must submit the Completion Certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of supply in all aspects complying to BEC clause no.1.1.2.

However, in case of Tender for annual rate contract, where the bidder is executing a rate contract which is still running and the contract quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed quantity mentioned in the BEC clause no. 1.1.2, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate issued by the end user/owner /authorized consultant.

- (c) Bids of Joint Venture/Consortium are not acceptable.



- (d) Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL

1.4 **Methodology for evaluation of Bids:**

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer (techno-commercially accepted) on FOT BCPL Lepetkata, Dibrugarh, Assam (India) basis as per SOR and SCC and award shall be done accordingly:

A) Indigenous/Domestic Bidder(s): FOT BCPL Lepetkata, Dibrugarh, Assam (India) with breakup of price (with Customs Duty on imported raw materials and components, etc. and applicable terminal excise duty on finished products and Sales Tax/VAT) including inland transportation to owner's site after considering cenvat credit benefit, if any as under:

1. Ex-works price quoted by the bidder (with Customs Duty on imported raw materials and components, etc.).
2. Packing & Forwarding (if any)
3. Excise Duty, Educational cess (if any)
4. VAT/CST
5. Inland Transportation
6. Less Cenvat benefit on Excise Duty
7. Less VAT input credit (Applicable only for the parties supplying from Assam.)
8. Any other charges/taxes/duties mentioned by the bidder in price schedule format. (if any)

NB:

- (i) 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.
- (ii) 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.
- (iii) In case of statutory changes on taxes & duties (during evaluation of bids) prevailing on final date of un-priced bid opening shall be applicable.

B) Foreign Bidder(s): FOT BCPL Lepetkata, Dibrugarh, Assam (India) which includes (CFR price, Marine Insurance, Landing charges Plus applicable



customs duty and allied charges, etc) including inland transportation to owner's site after considering cenvat credit benefit, if any as under:

1. CFR price quoted by the bidder including Marine freight (i.e. freight from Port of Exit to Port of Entry in India) [Both FOB & CFR prices to be indicated by the bidder separately in the price schedule].
2. Marine Insurance @ 1% of FOB price.
3. Landing charges @1% of CIF Price.
4. Basic Customs Duty and Educational cess (if any)
5. CVD and Educational cess (if any)
6. Any other special additional import duty (if any).
7. Any other charges/taxes/duties mentioned by the bidder in price schedule format.
8. Inland Transportation from any Indian Port of Entry to BCPL, Lepetkata, Dibrugarh, Assam (India)
9. Less Cenvat benefit on CVD etc.

N.B:

- (i) In case of statutory changes on taxes & duties (during evaluation of bids) prevailing on final date of un-priced bid opening shall be applicable.
- (ii) 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.
- (iii) Foreign Bidder's prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India one day prior to the Priced Bid Opening for the purpose of evaluation of prices.

1.5 Incorporation of the following loading criteria in the tender documents:

(a) Price Reduction Schedule (PRS) for delayed delivery

- (i) If bidder accepts PRS clause of tender – No Loading
- (ii) If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %
- (iii) Other than above, loading will be done by 5%.

(b) Payment terms for Domestic bidders:

- (i) If bidder accepts payment clause of tender (within 15days) – No Loading



- (ii) 100% below 15 days – 2%

(c) Submission of SD-cum-CPBG:

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

1.6 Pricing formula

Formula for Calculating Butene - 1 Price with change in Crude Price			
Sr. No.	Description	Unit Price	Example
1	MOPS / MOPJ / MOPAG Naphtha monthly average price of previous month in \$/MT *	\$/MT	A
2	Additional Premium to be quoted by Seller (B) in \$/MT	\$/MT	B
3	Basic Price of Butene - 1 for particular month in \$/MT # [Unit Ex-works Price of SOR]	\$/MT	A+B

* Example: MOPS / MOPJ / MOPAG Naphtha monthly average price from 26th Aug 2016 to 25 Sep 2016 shall be considered for calculating the Butene -1 price of Oct 2016.

Conversion of \$ to INR shall be average of SBI TT Selling Rate Example: from 26th Aug 2016 to 25th Sep 2016 for Oct 2016

Taxes and duties at actual.

MOPS: Mean of Platts Singapore.

MOPJ: Mean of Platts Japan

MOPAG: Mean of Platts Arab Gulf

PUBLIC PROCUREMENT POLICY:

Public Procurement Policy may be applicable as per clause mentioned in ITB of tender document in case of only domestic bidder(s) participated against ICB tender and no foreign bidders submitted the bids.



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

NOTE TO "BID EVALUATION CRITERIA [BEC]"
[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

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SECTION-III

INSTRUCTION TO BIDDERS [ITB] (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))



SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III
INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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



date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

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

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

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

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

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

- 4 **ONE BID PER BIDDER**

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



4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE- APPLICABLE FOR THIS TENDER AS MENTIONED IN IFB

6 SITE VISIT-NOT APPLICABLE

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Formats
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : Schedule of Rates

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

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding



Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

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

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; www.bcplonline.co.in] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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



11. DOCUMENTS COMPRISING THE BID

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' & Power of Attorney on the Letter Head, as per 'Form F-4(A) & 4(B)'
- (g) 'No Deviation Confirmation', as per 'Form F-5'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-6'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-7'
- (j) 'Agreed Terms and Conditions', as per 'Form F-9'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-10'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification. F-12
- (m) Undertaking on the Letter head, as per the Form F-11.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder. F-4(B)
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).
- (s) Tender Fee
- (t) EMD

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.



- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and exclusive of freight/transportation charges.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.



- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 Taxes & Duties

13.1 Statutory Variation in Taxes & Duties:

Bidder shall quote prices inclusive of all taxes & duties including excise duty & sales tax, etc applicable on finished product. Any statutory variations in taxes & duties including excise duty & sales tax, etc on finished product during the Contractual Completion Period, shall be to the Employer's account for which the bidder will furnish documentary evidence(s) in support of their claims to BCPL. However, any increase in the rate of these taxes & duties [Custom Duty, CVD, E.D., S.T., etc] beyond the Contractual Completion Period shall be to bidder's account and any decrease shall be passed on to BCPL. The bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc that are payable to any government, local or statutory authority in any country including India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, his agents, sub-contractor's and their employees etc., for performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid and the contract shall not be varied in any way on this account.

13.2 Sales Tax/Turnover Tax:

- 13.2.1 Pursuant to above Clause, Sales Tax will be payable on submission of documentary evidence at actual subject to maximum of the rates quoted by the BIDDER if there is no statutory variation.

In case of statutory variation in Sales Tax, the BIDDER will submit the Government Notification to evidence the rate as applicable on the date of submission of the bid and on the date of supply as actually paid by the BIDDER. Difference between two will be payable by Employer subject to maximum of variation between the rates quoted by



the bidder and the rates as applicable on the date of supply as actually paid by the BIDDER i.e. if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of Sales Tax shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates, indicated by the Bidders whichever is beneficial to Employer.

13.2.2 Bidder should quote all inclusive prices including the liability of **Sales Tax/Turnover Tax** whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Employer shall not be responsible for any such liability of the Contractor in respect of this Contract.

13.3 The Purchaser will issue concessional form for CST / LST / VAT. Bidders are required to provide CENVATABLE / VATABLE invoices with respect to Custom Duty, CVD, Excise Duty, VAT/CST/LST and Service Tax in all cases which shall be raised as per the details provided in detailed Order / Letter of Acceptance. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to BCPL, wherever applicable with respect to Custom Duty, CVD, Excise Duty, VAT/CST/LST and Service Tax. In case BCPL loses any benefit / amount of CENVAT Credit, due to any fault of the bidder (i.e. non submission of proper invoice timely), which could otherwise have been availed by BCPL as per rules, the same shall be recoverable from the contractor or Vendor / not paid to the Vendor. In case the certificate/documents are not provided for aforesaid amount of Custom Duty, CVD, Excise Duty and Service Tax, the shortfall amount will be recovered from the bidder's Invoice. Bidder to quote their rates/prices considering Custom Duty, CVD, Excise Duty and CST / LST / VAT (rates and amount) with concessional form for CST / LST / VAT which will be payable on the finished goods, if this contract is awarded.

13.3.1 In case of Foreign Bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc. as are payable to any Government, Local or Statutory Authority in any Country including India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, for the performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid from CIF Port/C&F Port/FOB-Port/Sea Port of Export to Indian Port of Entry till delivery on FOT BCPL Lepetkata Site and the contract shall not be varied in any way on this account.

13.3.2 In case of Indian/Domestic Bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties, octroy /levies, etc. (except Service Tax) now in force or hereafter imposed, increased, modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance & old age pensions or annuities now or hereafter imposed by any Country including India [any Local, Central or State Government Authorities] with respect to or covered by the wages, salaries, or other



compensations paid to the persons employed by the Contractor & the Contractor shall be responsible for the compliance of all sub-Contractors, with all applicable Central, State, Municipal and local law & regulation and requirement of any Central, State or local Government Agency or Authority.

Contractor further agrees to defend, indemnify & hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the work provided for by this Contract, by Third Parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per rules & regulations in force in accordance with Acts prevailing from time to time. The bidder shall be deemed to have been fully informed with respect to all such liabilities as stipulated above and considered the same in his bid and the contract shall not be varied in any way on this account.

13.4 Service Tax:

Quoted prices should be inclusive of all taxes and duties including Service Tax and Swachh Bharat Cess (non cenvatable) and Krishi Kalyan Cess(non cenvatable).

For claiming Service Tax, bidder has to submit Cenvat Invoice.

The vendor shall also furnish copy of Service Tax Registration Certificate along with the offer, wherever service tax is applicable.

Alternatively, bidder shall furnish the same within 01 (one) month from the date of issue of 'Purchase Order' or along with first Invoice.

Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount, if any.
- (e) The Invoice raised should bear proper Serial No.

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.



For Foreign Bidder, in case, the bidder is having establishment in India, the responsibility of payment of Service Tax shall be of the bidder and same shall be reimbursed by BCPL. However, in case Foreign Bidder is not having any establishment in India, the Service Tax shall be paid by BCPL, provided a certificate to the effect of not having any permanent establishment in India is submitted by the Bidder.

Payment to service provider for claiming Service Tax amount will be made, provided above formalities are fulfilled.

In case of statutory variation in Service Tax during the currency of the Contract, the Contractor shall submit a copy of the Government Notification to evidence the rate as applicable on the date of submission of bid and on the date of revision.

Further, claim for payment of Service Tax / statutory variation in Service Tax, should be raised within 02 (two) months from the date of issue of Government Notification for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

13.5 Punitive Action for Non-Deposition of Service Tax:

In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.6 Tax Deducted at Source [TDS]

- i) BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
- ii) BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

13.7 Income Tax

'Income Tax' deductions shall be made from all payments to the bidder as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, bidder shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

13.8 Withholding Tax:



TDS [Tax Deducted at Source for Indian Bidders] or Withholding Tax (for Foreign Bidders), if applicable, shall be deducted at the time of actual payment, as per prevailing rate & on the basis of a certificate to this effect from a chartered accountant in Form 15CB under the Income Tax Rule of India.

TDS or Withholding Tax shall be deducted on works value as applicable from time to time under the Income Tax Law of India.

Presently, the Withholding Tax rate on works (Technical Services as define in Income Tax of India and DTAA with respective country) for Foreign Bidder is 10% (plus surcharge and education cess), provided the bidder is having Indian Permanent Account No. (PAN). If the Foreign Bidder who does not have Indian PAN, then the TDS rate would be 20% (plus surcharge and education cess).

In case the works/job is not falling under the category of “Technical Services”, then TDS shall be applicable @ 40% + Surcharge and Education Cess. In case the works/job is provided from Permanent Establishment in India, the Withholding Tax rate shall be @40% (plus surcharge and education cess). TDS Certificate for the same shall be issued by BCPL.

The Bidder should provide the latest declaration of Permanent Establishment in India at time of service invoice, PAN No.in India, Tax Residence Certificate from respective country of Government for the purpose of Form 15CB from tax consultant.

The above rates are indicative and subject to prevailing rate and provisions of tax law at the time of actual payment.

(TO PROVIDE THE FOLLOWING DECLARATION ON LETTER HEAD OF BIDDER)

DATE

Brahmaputra Cracker and Polymer Limited,
Lepetkata,Dibrugarh-786006
Assam, India

Sub.: Declaration of Permanent Establishment and Tax Residence Status

This is to confirm that M/s. does not have any permanent establishment in India for the financial year 2015-16 in accordance with the provision of Article 5 of DTAA between Govt. of India and Govt. of Bidder’s country.



M/s. is a tax resident ofand is subject to income tax in the country and its Income tax no. is(copy attached).

Further, M/s....., “does not have” / “possess” Permanent Account Number (PAN No.) in India is (copy attached).

Yours faithfully

(SHOULD BE SIGNED BY OFFICIAL AT HIGHER MANAGEMENT LEVEL OR DIRECTOR OF THE COMPANY)

[EXTRACT AS PUBLISHED IN THE GAZETTE OF INDIA EXTRA ORDINARY, PART-II, SECTION 3, SUB SECTION (II) OF CBDT]

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF REVENUE
[CENTRAL BOARD OF DIRECT TAXES]
Notification
New Delhi, the 17th day of September, 2012
INCOME TAX

S.O. 2188 (E) – In exercise of the powers conferred by Section 90 and 90A read with section 295 of the Income-tax Act, 1961 (43 of 1961), the Central board of Direct Taxes hereby makes the following rules further to amend the Income-tax Rules 1962, namely :-

1.
 - (1) These rules may be called the Income-tax (12th Amendment) Rules, 2012
 - (2) They shall come into force on the 1st day of April 2013.
2. In the Income-tax rules, 1962 (hereafter referred to as the principal rules) –
 - (a) After rule 21 AA, the following rule shall be inserted, namely-

“Certificate for claiming relief under an agreement referred to in section 90 and 90A.21AB (1) The certificate referred to in sub-section (4) of section 90 and sub-section (4) of section 90A to be obtained by an assessee, not being a resident in India, from the Government of the country or the specified territory shall contain the following particulars, namely :-

 - (i) Name of the assessee;
 - (ii) Status (individual, company, firm etc.) of the assessee;
 - (iii) Nationality (in case of individual) ;
 - (iv) Country or specified territory of incorporation or registration (in case of others);



- (v) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
 - (vi) Residential status for the purposes of tax;
 - (vii) Period for which the certificate is applicable; and
 - (viii) Address of the applicant for the period for which the certificate is applicable;
- (2) The certificate referred to in sub-rule (1) shall be duly verified by the Government of the country or the specified territory of which the assessee referred to in sub rule (1), Claims to be a resident for the purposes of tax.
- (3) An assessee, being a resident in India, shall, for obtaining a certificate of residence for the purposes of an agreement referred to in section 90 and section 90A, make an application in Form No. 10FA to the Assessing Officer.
- (4) The Assessing Officer of receipt of an application referred to in sub-rule (3) and being satisfied in this behalf, shall issue a certificate of residence in respect of the assessee in form No. 10FB”:

13.9 **Freight (inclusive of loading, unloading and service tax)** for delivery of the goods to its final destination (FOT BCPL, Lepetkata, Dibrugarh, Assam, India) shall be quoted by the bidders. In case bidder is not indicating freight charges, or mentions “inclusive /0.00 / Nil / ---” in the column for freight charges of SOR, accordingly, it will be considered that freight charges are inclusive in bidder's quoted prices up to BCPL Lepetkata site. Bidders to note that the materials (if ordered against this Bidding Document) are required to be dispatched on **door delivery basis** through a **reliable (bank approved) registered Common Carrier [Road Transport Company]** complying to Section 3 of the ‘Carriage by Road Act 2007’.

Also, Entry tax / Octroi shall be reimbursed by BCPL on submission of documentary evidence / challans etc. Also BCPL reserves the right to transport the material with their supplier.

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees/USD/EURO only.

15 **BID VALIDITY**

15.1 Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.



- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY: Amount as specified in IFB

The bid security in US Dollars for bidders quoting in foreign currency or in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee or Letter of Credit.

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' **asper the format given in Form -4 of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:



- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]", [Letter of Intent (LOI)].
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

17 PRE-BID MEETING (IF APPLICABLE)

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID



- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security/Tender Fee
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Delivery Schedule
 - (f) Period of Validity of Bid
 - (i) Guarantee / Defect Liability Period
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure& Applicable Laws
 - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid



Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **E-PAYMENT**

BCPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

ID – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BIDS**

22.1 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23 **LATE BIDS**

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid.



- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS



BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Unpriced Bid Opening:

BCPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER



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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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



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

30 CORRECTION OF ERRORS

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

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

34 PURCHASE PREFERENCE

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



[E] – AWARD OF CONTRACT

35 AWARD

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

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

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

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

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

37 SIGNING OF AGREEMENT

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

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT



- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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



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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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



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

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

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding 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.

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

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

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

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



41 AHR ITEMS-NOT APPLICABLE FOR THIS TENDER

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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



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

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

- 45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.



- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

Invoice Value: Rs. Indenting Dept.
Job/Supplyof

(b) Address:

To,

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

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

48 **SALE OF BID DOCUMENTS**

Tender document will be sold on receipt of application. No tender document will, however, be sold / issued to the bidders who are on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

49 **SUBLETTING & ASSIGNMENT**

49.1 The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC also to be referred.

50 **Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor**

50.1 Normally, the payment is to be made to vendor/contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors/contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/ contractor.



51. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
52. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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Annexure-I

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

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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



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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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



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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.



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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority.



Such an appeal shall be preferred within one month from the 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 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
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Annexure-II

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

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:



Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 **PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

3.1 **FOR PROJECTS**

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:



- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor



		performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
(iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:



- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.



- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

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

Further, such bidder will be put on ‘**holiday**’ for a period of six months after following the due procedure.



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

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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 12 weeks	20
	” 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	” 8 weeks	30
	” 10 weeks	25
	” 16 weeks	20
	” 20 weeks	15
	” 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration	Failure of severe nature - Moderate nature	0 marks 5 marks
- low severe nature and safety of the system		10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks



1.3 RELIABILITY PERFORMANCE

20 Marks

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



Annexure-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE16S274MD/10000048				
1.1	The Employer/Owner is: M/s Brahma Putra Cracker and Polymer Limited				
2.1	Name of the Supply: “PROCUREMENT OF 4450 MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA , DIBRUGARH, ASSAM, INDIA				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. S K MISHRA, HOD (C&P) SH. MANOB JYOTI DUARAH, DY. MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373- 2914635/ 9435139382. Email id:				



mjduarah@bcplindia.co.in

C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid : As applicable
15	The bid validity period shall be Four months from final 'Bid Due Date'.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE16S274MD/10000048
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. S K MISHRA, HOD (C&P) SH. MANOB JYOTI DUARAH, DY. MANAGER (C&P) <u>Street Address:</u> Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373- 2914635/ 9435139382. Email id: mjduarah@bcplindia.co.in



26	The bid opening shall take place at: <u>Street Address:</u> Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373- 2914635/ 9435139382. Email id: mjduarah@bcplindia.co.in Date: 30.11.2016 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II of Tender Document.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender]				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				



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Public Procurement Policy for MSEs :

APPLICABLE	☐ YES
NOT APPLICABLE	☐ NO

Whether tendered item is non-split able or not-divisible :

YES	☐ NO
NO	☐ YES

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Provision of AHR Item :

APPLICABLE	☐ NO
NOT APPLICABLE	☐ YES

Clause no.

Bonus for Early Completion:

APPLICABLE	☐ NO
NOT APPLICABLE	☐ YES



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

FORMS & FORMAT



LIST OF FORMS & FORMAT

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



F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:

**TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE
UNIT OF BCPL- LEPETKATA PLANT**



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

8	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified ITB)- Applicable for Indian/Domestic Bidder
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



F-2
BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



F-3
LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

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

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-4(A)
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



F-4[B]

POWER OF ATTORNEY

(TO BE SUBMITTED ON THE LETTER-HEAD OF COMPANY)

To,

Chief Manager (C&P)
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

**SUB: PROCUREMENT OF 4450 MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

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

(Name of person)
E-mail id:



F-5

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

Place:
Date:

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



F-6

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-7

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-8

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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have _____ been _____ placed/awarded _____ the _____ job/work _____ of _____ vide PO/LOA/FOA/LOI No. _____ dated _____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise) having Registered Office at Hotel Brahmaputra Ashok, M.G. Road;Guwahati-781001,Assam (herein after called the “BCPL” which expression shall wherever the context so require includes is successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled commercial Bank, undertaking full responsibility to indemnify M/s Brahmaputra Cracker and Polymer Limited, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees



- _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s._____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
 3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. This guarantee shall be irrevocable and shall remain valid up-to _____ (this date should be 90 days after the expiry of defect liability period/guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required _____ period _____ on _____ receiving _____ instruction _____ from M/s. _____ (contractor) on whose behalf this guarantee is issued.



6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its



- correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
 3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
 4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along-with documentary evidence.

.....



F-9
AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order based on price variation clause as mentioned in Section-II of tender document.	
4	Rate of applicable Taxes & duties thereon	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Delivery Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent/LOI.	

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-10

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir,

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

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

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

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

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

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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F-11
UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR “PROCUREMENT OF 4450MT OF BUTENE-1” FOR LLDPE/HDPE
UNIT OF BCPL- LEPETKATA PLANT**



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F-12
BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE
UNIT OF BCPL- LEPETKATA PLANT**



F-13
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any) (Not Applicable in case of e-bidding)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		



7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
-----	---	--	--

ADDITIONAL CONFIRMATION DETAILS

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



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

[YES/NO]

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

i) [List out all such requirement and submissions] [Page-]

ii) ----- [Page-]

iii) ----- [Page-]

(SEAL AND SIGNATURE OF BIDDER)



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THIS FORMAT TO BE FILLED BY THE BIDDER
TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

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

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR “PROCUREMENT OF 4450MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
C	3 rd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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D	4 th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value	
D5		Period of Contract/ Order	
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc	

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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Brahmaputra Cracker and Polymer Ltd.
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THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC

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

NB:

- Format-15 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA	Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
			Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	: Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e FY: FY: 2015-2016, 2014-2015 & 2013-2014 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2015-2016 FY: 2014-2015 FY: 2013-2014	Yes / No Yes / No Yes / No	

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR “PROCUREMENT OF 4450MT OF BUTENE-1” FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



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1.2.2 &1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as perFormat-14) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2015-2016 . Name of Issuing Bank _____ Branch Code: _____ Location & Address: _____ Tel No. _____ Email ID: _____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant: _____ Membership No. of Chartered Accountant _____	Yes / No	

TENDER NO: BCPL/C&P/LE16S274MD/10000048 FOR "PROCUREMENT OF 4450MT OF BUTENE-1" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT



F-14

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF
BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____



F-15

FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE
(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth (Paid up share capital and Free Reserves & Surplus)	

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"
4. This certificate is to be submitted on the letter head of Chartered Accountant.



F-17

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



F-18(A)

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID
SECURITY**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh, Assam (India)

Dear Sir(s),

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

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

We, the _____ Bank at _____
having our Head Office _____
(Local Address) guarantees and undertakes to pay immediately on demand without any recourse to the
tenderers by Brahmputra Cracker and Polymer Limited., the amount _____
_____ without any reservation, protest, demur and recourse. Any such demand made
by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the
Tenderer.

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
_____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



F-18(B)
FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

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

Irrevocable and confirmed Letter of Credit No.....
Amount : Rs./US\$
Validity of this Irrevocable :(in India)
Letter of Credit (2 months beyond validity of offer)

Dear Sir,

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

- (i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to BCPL during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the supply order/contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No.....for(item).
 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
 4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
 5. Please obtain reimbursement as under :
 6. All foreign as well as Indian bank charges will be on the account of M/s (Applicant).

FOR.....

Authorized Signature
(Original Bank)
Counter Signature



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]-GOODS & WORKS ATTACHED AS A SEPARATE FILES



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SECTION-V

SPECIAL CONDITION OF CONTRACT [SCC] FOR PROCUREMENT OF BUTENE-1 FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA PLANT

The terms and conditions enumerated herein shall supersede the terms and conditions mentioned elsewhere in the tender document.

1. Butene-1 is used as a raw material for production of Polyethylene in Gas Phase Technology to control polymer density.
2. **Quantity of Butene-1 to be supplied:** 4450 MT
3. **Quality**

TECHNICAL SPECIFICATIONS

Specification of Butene-1 is furnished below: Specification of Butene - 1	
Component	Quality
Butene - 1	99% wt min
Other Butenes	0.9% wt max
Butanes	
1,3 Butadiene + Propadiene	200 ppm v max
1,2 Butadiene	5 ppm v max
Total Acetylenes	10 ppm v max
Carbon Monoxide	1 ppm v max
Carbon Dioxide	4 ppm wt max
Oxygen	1 ppm v max
Total Combined Sulphur (as S and H ₂ S)	1 ppm v max
Water	2 ppm v max
Carbonyls (as C=O)	5 ppm wt max
Chloride	1 ppm wt max
Alcohol (as Methanol)	1 ppm wt max
MTBE (Ether as DME)	2 ppm v max
Peroxides	0.5 ppm wt max
C5 and Heavier (C6 olefins)	50ppm wt max



Bidder to confirm that each shipment/tanker(tank load) shall meet the technical specifications mentioned as above.

4. **Delivery Schedule**

- Sourcing from Foreign: The delivery period up to Indian Port shall be 45days from the date of LOI/PO which includes transportation from overseas sources, statutory clearances and storage at port, etc for on onward supply to BCPL as per requirement.
- Bidder to start dispatching the material after 15 days of placement of LOI which shall be applicable for domestic bidder. In case sourcing from outside India, dispatch of materials to start from Storage Point in India within 15days from the date of Intimation/DO as against the LOI/PO issued. However exact date of dispatch shall be intimated after placement of LOI/PO.
- 1st consignment (Tanker/Iso-container with bottom unloading facility/Any other suitable mode) dispatch date shall be considered as the start date of delivery from the Storage Point in India.
- Total quantity of 4450 MT of Butene-1 to be supplied by the party within 12 Months from the date of LOI/PO.
- The order validity period shall be 1 year from the date of LOI/PO and can be extended for 6 Months on same terms & conditions.
- Probable Monthly Plan with tentative quantity

Month	Qty in MT	Month	Quantity	Month	Quantity
1 st Month	400	5 th Month	400	9 th Month	400
2 nd Month	400	6 th Month	400	10 th Month	400
3 rd Month	400	7 th Month	400	11 th Month	225
4 th Month	400	8 th Month	400	12 th Month	225

- For each month delivery plan shall be issued by BCPL in the last week of the previous month. 1st month delivery plan shall be confirmed by BCPL while giving intimation for dispatch.
- BCPL reserves the right to alter the quantities to any extent in a particular month depending upon the storage and usage requirement.

5. **Contract Period**

The contract period shall be 1 year from the date of LOI and can be extended for 6 months on same terms & conditions.



6. Certificate of Analysis

Each shipment/tanker(tank load)of materials supplied shall be accompanied by Test Certificate / Certificate of Analysis (COA). All inspection and testing requirements shall be done by the seller at their own cost. COA should be in line with BCPL's required specification.

7. Documents required

- Product data sheet of Butene-1.
- Material Safety Data Sheet (MSDS) of Butene-1.
- Storage instruction and safe handling procedure of Butene-1.
- Reference list of users and names of contact persons.
- Certificate confirming the nature of material (Hazardous / Non Hazardous / etc.).

8. Approval and Acceptance

- All goods or materials shall be supplied in accordance with the technical specification stated in the tender / order. The material supplied through tanker/Iso container/any other mode shall be unloaded in BCPL's bulk storage tanks. Hence materials should be guaranteed against defective material / workmanship till it is unloaded at BCPL tank.
- The capacity of ISO Container/tanker/any other mode shall be as per International standards subject to specific gravity/density of the product.
- ISO Container/tanker/any other mode in which Butene-1 supplied should have the unloading point which can be connected in BCPL existing unloading system as attached with the SCC(Annexure- A).
- Bidder shall have the facility to ship Butene-1 preferably in ISO tankers.
- Bidder shall dispatch the material only after getting approval from BCPL.
- On receipt of material, BCPL reserves its right to get a sample tested in BCPL QC lab and final acceptance of material shall be done as per BCPL QC Lab result if it is tested at 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.

9. Guarantee / Warrantee and Replacement

- If at any point of time, material is not found suitable for use or is found to be of inferior quality, the material shall be taken back by SELLER at its own cost and materials to be replaced immediately.
- In case of any dispute on performance of the supplied materials, the supplier wishes to cross-check the performance of the Butene-1, they should arrange all necessary equipment's on their own for the same at their risk & cost. In case the same is not found in conformity with the specified value, the whole material shall liable to be rejected.
- All goods or material shall be supplied in accordance with the technical specification stated in the tender/order. On receipt of material, BCPL reserves its right to get a sample tested in BCPL QC lab and final acceptance of material shall be done as per BCPL QC Lab result if it is tested at BCPL.

10. Measurement

- Proper sealing shall be provided by the seller after loading of the Tanker/Iso-Container/Any other mode.
- Quantity of Butene – 1 delivered shall be measured by Weigh Bridge within the Seller's premises and shall be considered as sale / Invoice quantity.
- Weighment accuracy shall be as per standard industrial practice for such supplies.

11. Quantity Variation:

A variation up to $\pm 5\%$ (five percent) of the supplied quantity may occur due to specialized tanker/ISO Container/any other suitable mode having capacity constraints for supply of Butene-1. The payment shall be made based on the actual quantity of Butene-1 supplied as per provision of Purchase order.

12. FIRM & FIXED PRICES:



The quoted prices shall remain FIRM AND FIXED based on the pricing formulae till contract period.

13. PAYMENT TERMS:

(i) FOR FOREIGN BIDDER:

100% payment shall be made through Irrevocable Unconfirmed Letter of Credit (LC). If bidder insists on confirmed LC, the confirmation charges on both sides shall be borne by the Seller. The letter of credit shall be opened on receipt of unconditional acceptance of purchase order.

(a) Banker's details of buyer's: (for Opening of LC)

STATE BANK OF INDIA
CORPORATE ACCOUNTS GROUP BRANCH
11th & 12th Floor, JawaharVyaparBhawan,
1, Tolstoy Marg, New Delhi – 110001
A/c No: 33283019854
SWIFT Code: SBININBB172
IFS Code : SBIN0009996

(b) Banker's details of buyer's: (For other payment: 100% through bank/Wire transfer/ 30 days on receipt & acceptance of materials)

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

Or

100% payment against dispatch documents shall be made within 15 days of receipt and acceptance of materials at BCPL, Lepetkata site through wire transfer.

(ii) FOR DOMESTIC BIDDERS:

100% payment against dispatch documents shall be made within 15 days of receipt and acceptance of materials at BCPL, Lepetkata site through e-banking.



No advance payment shall be made by BCPL.

14. PRICE REDUCTION SCHEDULE (PRS):

The portion of supply completed in all respect, which can be used for commercial operation, shall not be considered for applying PRS, if delivered within the delivery period as specified in DO/Intimation from BCPL. In case of delay in delivery of each consignment/shipment of materials as stipulated in delivery order/intimation of BCPL, price reduction schedule will be applicable @0.5% of the delayed delivery value (of the particular lot under consideration) per week of delay or part thereof. However, total deductions on account of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties.

15. QUALITY ASSURANCE & CONTROL

- 14.1 Quality Assurance (QA) shall mean the organizational set up, procedures as well as test methods and facilities developed by Bidder in order to assure that Additives leaving contractor's shop is of highest possible quality, i.e. either equal to or better than the requirement specified.
- 14.2 Quality Control (QC), shall mean all the tests, measurements, checks and calibrations which are to be carried out in bidder shop in order to compare the actual characteristics of the Additives with the specified ones, along with furnishing of the relevant documentation (certificates / records) containing the data or result of these activities.
- 14.3 QA / QC systems to be adopted for this specification may be based on systems already developed and implemented by Bidder for similar plants elsewhere.

16. COUNTRY OF ORIGIN OF GOODS(in case of foreign sources of supply):

A certificate to this effect issued/endorsed by concerned Chamber of Commerce/equivalent statutory body shall form part of shipping documents.

17. SHIPPING DOCUMENTS:

The shipping documents shall comprise the following –(for foreign bidders) for negotiation:

- COMMERCIAL INVOICE (Original) with HSN/CTH Code of the material
- CLEAN BILL OF LADING
- Packing list
- Certificate of origin
- MSDS
- Certificates of Analysis.



- Estimated time of arrival (ETA) KOLKATA SEAPORT
- WARRANTY / GUARANTEE CERTIFICATE
- Bill of Entry in favour of BCPL to avail CENVAT
- Copy of Fax / Email for arranging transit insurance.

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

For domestic bidder (sourcing from India) the following documents shall be part of negotiable document:

1. Commercial Invoice (Original)/Excise Invoice in triplicate with ETH Code of the material.
2. Challan
3. LR/Consignee Copy
4. Packing List
5. Test Certificate/Certificate of Analysis
6. Warranty /Guarantee Certificate
7. MSDS
8. Copy of Fax / Email for arranging transit insurance

For domestic bidder (sourcing from outside India) the following documents shall be part of negotiable document:

1. Commercial Invoice (Original) with HSN/CTH Code of the material
2. Challan
3. LR/Consignee Copy
4. Packing List
5. Test Certificate/Certificate of Analysis
6. Warranty Certificate.
7. MSDS
8. CLEAN BILL OF LADING
9. Certificate of origin
10. Bill of Entry in favour of BCPL to avail CENVAT
11. Copy of Fax / Email for arranging transit insurance

18. TRANSIT INSURANCE:

Transit Insurance shall be arranged and paid by the Supplier.



19. BILLING AND DOCUMENTATION:

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

Dy. Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
E-Mail: mjduarah@bcplindia.co.in
Ph no: +91 373-2914635

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

Before finalization of the invoice, vendor has to take approval of draft invoice from BCPL over mail to avoid discrepancy at the time of clearance of good.

Negotiation of Shipping Documents

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

20. IMPORT LICENSE (APPLICABLE FOR OVERSEAS SUPPLIERS)

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

The Seller shall advise booking offices of Indian Vessels abroad that:
"THE CONSIGNMENT(S) WAS/WERE BEING IMPORTED IN INDIA UNDER THE EXPORT & IMPORT POLICY 2009-2014".



21. LOADING OF TRANSPORTATION CHARGES:

BCPL shall consider the offer with rate quoted up-to BCPL Lepetkata inclusive of transportation charges. If the bidder quotes on 'Ex-works in India'/'Any port in India' basis, in that case Rate/per MT Per KM of Rs.7.30 (the rate includes round the trip/to & fro/RTKM) shall be considered for evaluation purpose and distance from supply point to BCPL, Lepetkata shall be taken from Google map.

22. SHIPPING INSTRUCTIONS/DETAILS (APPLICABLE FOR OVERSEAS SUPPLIERS)

MARKINGS INSTRUCTION

- i) The material shall be supplied under prevalent standard international industrial practice.
- ii) The quantity per consignment shall be determined / adjusted according to the standard packing size/ volume/ weight as per statute.
- iii) Each packing shall be adequate in strength.
- iv) Each packing should be marked with i.e. Name of material & code no., Manufacturer's name & batch number, date of manufacture & net quantity etc.
- a) The materials shall be screened carefully before packing. Bidder shall specify whether any subsequent screening is recommended just before loading.
- b) All materials shall be supplied fully sealed and each marked with:
 - i. Material code no.
 - ii. Manufacturer's name.
 - iii. Manufacturer batch no.
 - iv. Date of manufacture.
 - v. Drum no. (for identification)
 - vi. Name for material identification.
 - vii. Net quantity
- c) Each container shall be adequate in strength and certified by the manufacturer to be of proper material to protect the Additives from moisture, dirt and deterioration for a period of at least four years/its shelf Life.

If any conditions of storage or handling could result in loss of activity of the RESIN, such limitations shall be marked on each container or notified as a separate storage instruction.

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

For BCPL, Lepetkata

Sea Port	:	
Destination	:	
Order No.	:	
Item Details	:	
Net Weight	:	Gross weight
Case/Container No.	:	



(No. Of total Cases/Containers) : Dimensions

IMPORTANT

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

SHIPMENT AND ADVANCE NOTICES (Applicable for overseas suppliers)

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

- ⇒ Vessel Name :
- ⇒ Bill of Lading No. & Date :
- ⇒ E.T.A. at Indian Port :
- ⇒ Invoice Nos. & Date :
- ⇒ Invoice Value :
- ⇒ No. of cases :
- ⇒ Gross Weight :
- ⇒ Other details, if any :

PREPARATION OF SHIPPING DOCUMENTS (Applicable for overseas suppliers)

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

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

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

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

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

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SECTION-VI

SCOPE OF WORK

AND

TECHNICAL SPECIFICATION



SECTION-VI

SCOPE OF WORK AND TECHNICAL SPECIFICATION

1. Name of Work: Supply of 4450MT of Butene-1 to FOTBCPL, Lepetkata site basis by Tanker / Tank trucks/ISO Container/Any other suitable mode.

1.1 Sourcing from Foreign: The scope shall include supply of Butene-1 from anywhere across globe to BCPL Plant site at Lepetkata (Assam, India), all statutory clearances & formalities at Indian /Overseas Ports, storage facilities for onward despatch to BCPL, Lepetkata on FOT site basis including its unloading at BCPL site as per Intimation/DO to be issued from time to time.

1.2 Sourcing from India: The scope shall include supply of Butene-1 from anywhere in India to BCPL Plant site at Lepetkata (Assam) on FOT site basis including its unloading at BCPL site.

1.3 Dedicated vehicles shall be used throughout the contract period. The type of tanker mentioned in the quotation should be suitable for carrying hazardous bulk chemical and should not be changed to any other type of tankers not suitable to carry such chemicals at any time during the contract period.

1.4 Scope of work shall be in general but not limited to the following:

1.4.1 Quality of Butene-1 from anywhere across globe is to be ensured at all stages of handling. Statutory clearances, if any and all other related activities shall be the responsibility of the supplier. Supplier to ensure that there is no deterioration of Butene-1 quality during the entire handling operation.

1.4.2 Butene-1 is to be handled & transported observing all safety precautions as required as per international standards.

1.4.3 Quantity of BUTENE-1 to be handled: 4450 MT of Butene-1 is to be supplied within a period of one year as per delivery schedule. Accordingly the supplier has to arrange all necessary arrangement including its statutory clearances at Indian /Overseas Ports, storage facilities, onward transportation to BCPL, Lepetkata on FOT site basis including its unloading at BCPL site.

1.4.4 Loading of BUTENE-1 into Vehicles: Butene-1 to be transported by supplier in his dedicated vehicles (vehicles which are either used earlier for BUTENE-1 service or other vehicles after proper cleaning/purging so as to maintain the stringent



specifications of BUTENE-1). These filled vehicles shall then be transported to BCPL, Lepetkata by this supplier.

- 1.4.5 Before the first filling, each of the trucks is to be properly cleaned and gas freed / purged completely with Nitrogen, (Nitrogen cylinders / Nitrogen purging is to be arranged by the supplier) and the Supplier shall furnish the corresponding purging certificate. Nitrogen gas will be then replaced with Butene-1 vapors at the time of first filling at anywhere from India. The cost of purging to be borne by the supplier.
- 1.4.6 Vehicles are to be weighed before and after each filling.
- 1.4.7 Proper sealing of filled and empty vehicle (during empty return from BCPL, Lepetkata) shall be arranged by BCPL or (the supplier to be finalized. Supplier shall ensure that the vehicle are properly sealed after filling as well as after emptying.
- 1.4.8 Arriving of filled Vehicles at BCPL, Lepetkata with intact seals is to be ensured by the supplier. The trucks are to be weighed before and after unloading operation and quantity to be accounted for each truck. The agency has to provide assistance during the entire unloading operation.
- 1.4.9 Each road tanker should carry a copy of material safety data sheet (MSDS) of Butene-1 which shall be supplied by BCPL later. The empty trucks after unloading Butene-1 are to be properly sealed so as to avoid use of these trucks for any other products. All vehicles (filled & empty) including the vehicles in transit should be monitored and daily report to be submitted.
- 1.4.10 Quality Control: In view of stringent quality specification of BUTENE-1, random samples shall be collected from the vehicles while being filled at anywhere from India and also while unloading at BCPL, LEPETKATA and from the receiving bullets at LEPETKATA and checked for quality by BCPL, Samples be retained with proper tags.

2. MOBILIZATION PERIOD

The supplier shall mobilize the ISO Container/Tanker/Tank trucks /any other suitable mode from Storage Point in India for carrying Butene-1 having all the statutory clearances within 15 days after getting the intimation from BCPL for the 1st consignment/shipment and subsequent consignment/shipment within 7days after getting the intimation from BCPL.

3. Capacity and Suitability of Tanker / Tank trucks/ISO Container/Any other Suitable Mode



- 2.1 The Vehicle provided are sound and conform to the Motor Vehicles Act, in excellent and efficient working conditions without worn out tires, having fitness certificate from local State Transport Officer and also having national permit valid at all times during the entire contract. The supplier should ensure that loading of all Vehicles is undertaken as per RTO registration book/fitness certificate.
- 2.2 The Vehicle provided, complete with all fittings, shall conform to the Rules pertaining to the transportation of Butene-1 under Static and Mobile Pressure Vessels (unfired) Rules 1981 and all amendments thereto, specifications as laid down by the concerned Statutory Authority, OISD & Indian Petroleum Act. The pressure vessel should be designed, constructed and tested in accordance with the Indian Standards IS: 2825/BS 5580 as amended from time to time. The vehicles should also comply with the requirement of the Motor Vehicle Act 1988 and the Central Motor Vehicle Rules 1989 and requirement as per Public Liability Insurance Act and amendments thereto issued from time to time and/or any applicable Act/Rules or any amendment or re-enactment thereof from time-to-time.
- 2.3 Each of the Vehicle shall be fitted with spark arrestor & Fire extinguisher. The spark arrestor and fire extinguisher of the Vehicle are checked on a monthly basis and to ensure that the same are in perfect working condition.
- 2.4 The crew comply with all the requirements of the Motor Vehicles Act and the said crew are given proper training on fire fighting and that they wear Personal Protective Equipments like safety helmets and safety shoes etc. to avoid any accidental injuries to themselves while inside the Plant premises / loading sources / Unloading location and observe all safe practices as per the instructions given by BCPL from time to time. The driving license of the drivers should also be endorsed for transportation of hazardous goods.
- 2.5 Vehicles are not unauthorized parked within Plant premises / loading source / Unloading location and no truck shall be left unattended at any point of time.
- 2.6 No person in the vehicle smokes and no fire or ignition takes place in the vicinity of the vehicle.
- 2.7 No other goods are carried in the vehicle either in loaded or empty condition.
- 2.8 The vehicle does not carry any person in cabin other than the authorized crew of the Supplier. Apart from the driver(s), the vehicle should compulsorily have a helper / cleaner at any time.
- 2.9 It shall be the sole responsibility of the Supplier to ensure that the driver, helper and the other persons engaged for operating and maintaining the vehicle/s:-



- 2.9.1 Have the necessary qualification as laid down in the rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.
 - 2.9.2 Are educated about the safety risks and restrictions especially those stipulated in the Static & Mobile Pressure Vessels (Unfired) Rules 1981.
 - 2.9.3 Observe the safety precautions advised by the BCPL.
 - 2.9.4 Are provided standard safety gear (Safety helmet / safety shoes etc.) at the Supplier's cost.
 - 2.9.5 Abide by the BCPL's instructions in respect of routes and halting places.
 - 2.9.6 Do not smoke or light a flame while driving the vehicle/s or while they are in or about the tank truck/s or while they are in, or about or on, any premises of the BCPL or any other premises where loading or unloading of BUTENE-1 is done AND observe all other rules relating to safety precautions which may be imposed by the BCPL.
 - 2.9.7 The crew of the vehicle/s carries the Transport Emergency Card and any other specified references issued by the BCPL, at all times.
 - 2.9.8 The Supplier abides by all the Safety, health and Environment related norms as in force during the period of contract. In case of violation of any above norms by the supplier, penal action shall be taken.
 - 2.9.9 The Driving License of the drivers should also be endorsed for transportation of hazardous goods.
 - 2.9.10 The Supplier shall ensure that before filling BUTENE-1 into any newly manufactured Pressure Vessel or any used Pressure-Vessel, each of the ISO Container/Tanker/Any other suitable mode is properly cleaned and air/gas freed/purged completely with Nitrogen (Nitrogen cylinders / Nitrogen purging is to be arranged by the supplier). The standard procedure for cleaning of newly manufactured pressure vessel / or any used Pressure-Vessel is furnished below.
 - Degassing of tankers to remove any hydrocarbon vapour inside (for used vessel).
 - Filling of water & detergent
 - Movement of tanker to ensure proper rinsing
 - Draining of water
 - Opening of tanker manhole
 - Man entry inside tanker
 - Inspection & manual cleaning
 - Boxed up of manhole
 - Purged by nitrogen till the dew point of tanker is reached below -70o C
4. The Supplier shall be solely responsible for the safe custody of the products upto unloading at BCPL Lepetkata site.



5. QUALITY:

As quality of Butene – 1 is very sensitive, while transportation there should not be any change in composition of any form. It should match with the loading purity.

The supplier is solely responsible for any deviation in specification of Butene-1 during transit till unloading of material at BCPL, Lepetkata. Any consequential losses arising due to change in specification of Butene-1 will be recovered from the supplier.

6. QUANTITY:

The net quantity of the consignment as per the measurement at BCPL premises will be treated as final. Payment shall be released based on the measurement at BCPL. The supplier should ensure that the Liquid Hydrocarbon (Butene – 1) transported does not get contaminated with any other chemicals / petroleum products during transit.

Any consequential losses arising due to non placement of truck(s) within stipulated time shall be recovered from the supplier.

7. NON PERFORMANCE PENALTY:

The supplier shall mobilize the vehicles for carrying Butene – 1 from storage Point in India having all the statutory clearances within 15 days after getting the 1st intimation from BCPL for placement of tanker / truck. For this no mobilization advance will be issued to the contractor. Penalty of Rs.200 per MT per Day after the expiry of the detailed schedule as above.

8. WEIGH BRIGE VARIATION:

The weights recorded at the loading/ unloading point will be final. The supplier will be held responsible for any shortage noticed at the unloading point. To take care of the variation in weights, the allowable tolerance limit of net weights recorded at loading/unloading weigh bridges will be 0.25% for individual tanker.

In case of shortage above 0.25%, BCPL would recover at actual value of shortage quantity from the supplier's bills.

9. Physical properties of Butene-1:

It is extremely flammable; Contact with liquid causes frost-bite. Vapors may cause Narcotic effects. Vapors can form explosive mixtures with air.

Form/Color/Odor	Liquefied Gas/Colourless /Olenfin
Melting Point	(-)185 C
Boiling Point	(-) 6.1 C (1013HPa)
Flash Point	<(-) 40 C, Method : DIN51794
Ignition temperature	384 C; Method: DIN 51794



Auto flammability	384 C, Method : DIN 51794
Lower Explosion limit	1.7% V
Upper Explosion limit	10% V
Vapor pressure	2545 hPa/2.6 Kgf per sq cm/37 psi (200 C)
Density-liquid	0.59 g/cubic centimeter.
Water Solubility	0.5 g/l (200 C)
Viscosity	Not applicable
Molecular Weight	56.11 g/mol

10. DETENTION CHARGES:

In case tanker is retained at unloading point after entry the BCPL premises more than 72 hrs, a lump sum compensation of Rs.3000/- per day per tanker shall be payable to supplier. It may also be noted that unloading of tanker shall be performed during day time therefore if tanker entered the premises after 15:00 hrs then that particular day shall not be counted for the purpose of compensation. It is to be noted that, no detention charges will be paid if tanker hold for more than 72 hrs due to non-fulfillment of any SCC requirements.

11. CERTIFICATE OF ANALYSIS

Each lot of materials supplied shall be accompanied by Test Certificate/Certificate of Analysis (COA). All inspection and testing requirements shall be done by the seller at their own cost. COA should be in line with BCPL's required specification.

Unloading at BCPL, Lepetkata: At BCPL, Lepetkata there is an unloading gantry consisting of 4 (four) bays. The road tanker is unloaded to the storage vessels by pressurizing with Butene-1 vapors. For this purpose, two nos. (1 operating+1 standby) of Butene-1 unloading compressors are provided. The compressor sucks vapors from the storage vessels and pushes the compressed vapors into the road tankers to push out the liquid from the tanker. Unloading rate of Butene-1 is 40 m³/hr. Butene-1 is stored in 5 nos. of spheres having storage capacity of 475 m³ (278 Ton) each. Storage temperature is 20°C - 40°C & storage pressure is 1.6 - 3.7 Kg/cm² g.

However, the supplier shall be responsible to complete the entire job of supply as per schedule of rates, technical description, drawings, scope of work, SCC, etc in all respects and any other job necessary to complete the supply though specifically may not be covered in the scope of work.



TECHNICAL SPECIFICATIONS

Specification of Butene-1 is furnished below: Specification of Butene - 1	
Component	Quality
Butene - 1	99% wt min
Other Butenes	0.9% wt max
Butanes	
1,3 Butadiene + Propadiene	200 ppm v max
1,2 Butadiene	5 ppm v max
Total Acetylenes	10 ppm v max
Carbon Monoxide	1 ppm v max
Carbon Dioxide	4 ppm wt max
Oxygen	1 ppm v max
Total Combined Sulphur (as S and H ₂ S)	1 ppm v max
Water	2 ppm v max
Carbonyls (as C=O)	5 ppm wt max
Chloride	1 ppm wt max
Alcohol (as Methanol)	1 ppm wt max
MTBE (Ether as DME)	2 ppm v max
Peroxides	0.5 ppm wt max
C5 and Heavier (C6 olefins)	50ppm wt max



SECTION-VII (A)

NON – QUOTED PRICE SCHEDULE (SOR)



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

UN- PRICE SCHEDULE (FOREIGN BIDDER)

Tender No. : BCPL/C&P/LE16S274MD/10000048

Bidder's Name: _____

SL. NO.	ITEM DESCRIPTION	UNIT	QTY.	CURRENCY										
					FOB Unit price (Per MT)	CFR Unit Price (per MT)	CIF Unit Price (per MT)	Custom Duty & Other Allied Charges (per MT)	Total Unit Price on Ex-Indian Port of Despatch (per MT)	Inland Transportation upto BCPL, Lepetkata (per MT) incl Service Tax	Total Unit Landed Price on FOT BCPL, Lepetkata (Per MT)	Total Amount on FOT BCPL Lepetkata	Cenvat to be passed on (i.e. CVD + SAD) per MT	Cenvat to be passed on against Service tax on Inland transportation per MT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	BUTENE - 1	MT	4450		Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part									

Cenvat Invoice to be submitted

Amount of Cenvat Benefit to be passed on to BCPL

YES/NO

per MT.

(Signature of Authorized Person of Bidder)

Name

Designation

Name

Organization

of

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:



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

UN-PRICED SCHEDULE (FOR DOMESTIC BIDDER(S) ONLY)

TENDER NO: : BCPL/C&P/LE16S274MD/10000048

Bidder's Name: _____

Currency _____

Sl. No	Item Description	UOM (Unit of measurement)	Qty	Unit Price Ex-Works (per MT)	P&F Charges if not included in Column -5 (in %) If any (per MT)	Applicable Excise Duty & Cess (Per MT)	Applicable Sales Tax (Against form -C/ VAT) (Per MT)	Per unit Freight up-to Lepetkata, Dibrugarh (Per MT)	Unit Rate on FOT BCPL site Lepetkata basis.(10=5+6+7+8+9) (Per MT)	Total Amount on FOT Lepetkata Basis. (Col11=Col 10XCol4)	CIF value of Import Component included in Ex-works Price incl. P&F Charges (Per MT)	Rate of Custom duty, CVD and SAD on Column 12 (Per MT)
1	2	3	4	5	6	7	8	9	10	11	12	13

1 BUTENE -1

MT

4450

Do Not quote here. Only confirm that you are submitted the SOR as per this format In Priced Part

Unit price Ex Works (refer column 5 above) in words

Cenvat invoice to be submitted

YES/NO

Amount of Cenvat Benefit to be passed on to BCPL

per **MT.**

Amount of input Tax Credit Benefit on VAT to be passed on to BCPL

Per **MT** (Applicable only for parties supplying from Assam)

(Signature of Authorized Person of Bidder)

Name

Designation

Name

of

Organization

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.



SECTION-VII

(B)

QUOTED PRICE SCHEDULE (SOR)



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

PRICE SCHEDULE (FOREIGN BIDDER(S) ONLY)

Tender No.: BCPL/C&P/LE16S274MD/10000048

Bidder's Name: _____

SL. NO.	ITEM DESCRIPTION	UNIT	QTY.	CURRENCY										
					FOB Unit price (Per MT)	CFR Unit Price (per MT)	CIF Unit Price (per MT)	Custom Duty & Other Allied Charges (per MT)	Total Unit Price on Ex-Indian Port of Despatch (per MT)	Inland Transportation upto BCPL, Lepetkata (per MT) incl Service Tax	Total Unit Landed Price on FOT BCPL, Lepetkata (Per MT)	Total Amount on FOT BCPL Lepetkata	Cenvat to be passed on (i.e. CVD + SAD) per MT	Cenvat to be passed on against Service tax on Inland transportation per MT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	BUTENE - 1	MT	4450											

Cenvat Invoice to be submitted

YES/NO

Amount of Cenvat Benefit to be passed on to BCPL

per MT.

(Signature of Authorized Person of Bidder)

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Name

Designation

Name

Organization

of

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:



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

PRICE SCHEDULE (FOR DOMESTIC BIDDER(S) ONLY)

TENDER NO: : BCPL/C&P/LE16S274MD/10000048

Bidder's Name:

Currency

Sl. No	Item Description	UOM (Unit of measurement)	Qty	Unit Price Ex-Works (per MT)	P&F Charges if not included in Column -5 (in %) If any (per MT)	Applicable Excise Duty & Cess (Per MT)	Applicable Sales Tax (Against form -C/ VAT) (Per MT)	Per unit Freight up-to Lepetkata, Dibrugarh (Per MT)	Unit Rate on FOT BCPL site Lepetkata basis.(10=5+6+7+8+9) (Per MT)	Total Amount on FOT Lepetkata Basis. (Col11=Col 10XCol4)	CIF value of Import Component included in Ex-works Price incl. P&F Charges (Per MT)	Rate of Custom duty, CVD and SAD on Column 12 (Per MT)
1	2	3	4	5	6	7	8	9	10	11	12	13
1	BUTENE -1	MT	4450									

Unit price Ex Works (refer column 5 above) in words

Cenvat invoice to be submitted

YES/NO

Amount of Cenvat Benefit to be passed on to BCPL

per MT.

Amount of input Tax Credit Benefit on VAT to be passed on to BCPL

Per MT (Applicable only for parties supplying from Assam)

(Signature of Authorized Person of Bidder)

Note: The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.

Name

Designation

Name

Organization

of



CUT-OUT SLIP

**PART – (1): DIC/NSIC/UDYOG ADHAR, MSE
[MICRO, SMALL ENTERPRISES]
DOCUMENT OF TENDER**

DO NOT OPEN – THIS IS A QUOTATION

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT
OF BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

BID SUBMISSION DUE DATE & TIME : 30.11.2016 up-to 1430Hrs

TO

CH MANAGER [C&P]

M/s Brahma Putra Cracker and Polymer
Limited (A Government of India
Enterprise), C&P Department,
Administrative Building, PO: Lepetkata,
Distt.: Diburgarh, Assam, Pin
Code:786006, Phone no. 0373 2914636.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**DULY AUTHENTICATED ‘DIC/NSIC/UDYOG ADHAR, MSE
[MICRO, SMALL ENTERPRISES]’-IN ORIGINAL**



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

ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

CUT-OUT SLIP

PART – (2): "POWER OF ATTORNEY" OF TENDER

DO NOT OPEN – THIS IS A QUOTATION

**SUB:PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT
OF BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

BID SUBMISSION DUE DATE & TIME : 30.11.2016upto 1430 Hrs

TO

CHMANAGER [C& P]

M/s Brahma Putra Cracker and
Polymer Limited (A Government of
India Enterprise), C&P Department,
Administrative Building, PO:
Lepetkata, Distt.: Dibrugarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING "POWER OF ATTORNEY- IN ORIGINAL"



CUT OUT SLIP

**PART – (3): "UNPRICE BIDS WITH ALL SUPPORTING
&CREDENTIALS TO BEC& RFQ WITH TENDER
DOCUMENT"**

DO NOT OPEN – THIS IS A QUOTATION

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT
OF BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

BID SUBMISSION DUE DATE & TIME : 30.11.2016 up to 1430 Hrs

TO

CHMANAGER [C& P]

M/s Brahma Putra Cracker and
Polymer Limited (A Government of
India Enterprise), C&P Department,
Administrative Building, PO:
Lepetkata, Distt.: Dibrugarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING “UNPRICE
BIDS WITH ALL SUPPORTING & CREDENTIALS TO BEC & RFQ WITH
TENDER DOCUMENT”**



CUT OUT SLIP

PART –(4): "DULY FILLED IN PRICE IN PRICE-BID SCHEDULE OF TENDER"

DO NOT OPEN – THIS IS A QUOTATION

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT
OF BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

BID SUBMISSION DUE DATE & TIME : 30.11.2016 upto 1430 Hrs

TO

CHMANAGER [C& P]

M/s Brahmputra Cracker and
Polymer Limited (A Government of
India Enterprise), C&P Department,
Administrative Building, PO:
Lepetkata, Distt.: Diburgarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "DULY
FILLED IN PRICE IN PRICE-BID SCHEDULE OF TENDER"**



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

ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

CUT OUT SLIP

PART – (5): "ORIGINAL EMD& TENDER FEE" OF TENDER

**SUB: PROCUREMENT OF 4450MT OF BUTENE-1 FOR LLDPE/HDPE UNIT
OF BCPL- LEPETKATA PLANT**

TENDER NO.: BCPL/C&P/LE16S274MD/10000048

BID SUBMISSION DUE DATE & TIME : 30.11.2016 upto 1430 Hrs

TO

CHMANAGER [C& P]

M/s Brahma Putra Cracker and
Polymer Limited (A Government of
India Enterprise), C&P Department,
Administrative Building, PO:
Lepetkata, Distt.: Diburgarh, Assam,
Pin Code:786006, Phone no. 0373
2914636.

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "ORIGINAL EMD
& TENDER FEE OF TENDER"**

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