



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2015/S/0314/MD

Date: November 24, 2015

To,

BID DOCUMENT FOR

FOR PROCUREMENT OF 87 MT PENTANE FOR LLDPE/HDPE UNIT OF BRAHMAPUTRA CRACKER
AND POLYMER LIMITED,
LEPETKATA, DIST-DIBRUGARH (ASSAM)

PROCUREMENT UNDER LIMITED DOMESTIC
COMPETITIVE BIDDING

Prepared & Issued By

CONTRACTS & PROCUREMENT DEPARTMENT
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

INDEX

1.	Section -I	Cut Out slips and Invitation for bid (IFB)	
2.	Section -II	Instruction to Bidders (ITB)	
3.	Formats	F-1: Bidders General Information	
		F-2: No Deviation Confirmation	
		F-3: Proforma of Bank Guarantee for Gurantee for Bid Security / EMD	
		F-4: Proforma of Bank Guarantee for Contract Performance	
		F-5: Annual Turnover Proof	
		F-6: Financial situation requiring data for last audited financial year.	
		EXHIBIT – A : Acknowledge Cum consent Letter	
		EXHIBIT – B : CERTIFICATE FROM BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT	
		F-7: Checklist	
		F-8: Agreed Terms and Conditions.	
4.	Section -IIIA	General Condition of Contract –Goods (GCC-Goods)	
5.	Section –IIIB	Special Condition of Contracts (SCC)	
6.	Section -IV	Technical Specification	
7.	Section –V	Price Schedule (NON QUOTE SOR)	
		Price Schedule (QUOTE SOR)	

SECTION I

CUT OUT SLIPS AND INVITATION FOR BIDS (IFB)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/0314/MD

Item: PROCUREMENT OF 87 MT OF PENTANE FOR LLDPE/HDPE UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA

Due Date & Time

of bid submission: Up-to 14.30 hrs (IST) on 15.12.2015

Date and time

for opening of bids: 15.00 hrs (IST) on 15.12.2015

From:

to:

	CONTRACTS & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
--	---

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/0314/MD

Item: PROCUREMENT OF 87 MT OF PENTANE FOR LLDPE/HDPE UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED,

Due Date & Time

of bid submission: Up-to 14.30 hrs (IST) on 15.12.2015

Date and time

for opening of bids: 15.00 hrs (IST) on 15.12.2015

From:

to:

	CONTRACTS & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
--	---

(To be pasted on the outer envelope containing envelopes Part –I)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/0314/MD

Item: PROCUREMENT OF 87 MT OF PENTANE FOR LLDPE/HDPE UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED,

Due Date & Time

of bid submission: Up-to 14.30 hrs. (IST) on 15.12.2015

Date and time

for opening of bids: 15.00 hrs. (IST) on 15.12.2015

From:

to:

	CONTRACTS & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
--	---

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

Invitation for Bids (IFB) under Limited Domestic Competitive Bidding for Procurement of Pentane for LLDPE/HDPE unit of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

M/s. Brahmaputra Cracker & Polymer Limited (A Government of India Enterprise) invites bids on Limited Domestic Competitive Bidding basis for procurement of Pentane for LLDPE/HDPE unit of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata, Dibrugarh, Assam under Two Bid two envelope system from Competent suppliers meeting the Bid Evaluation Criteria as detailed herein:

SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.
1.2.2	Bid Document No.:	BCPL/DIB/C&P/2015/S/0314/MD
1.2.3	Delivery schedule	Refer Special Condition of Contract, Section –III B of the tender document.
1.2.4	Bid Documents available on website	From 15.00 hrs. on 24.11.2015 on www.gaitenders.in & www.bcplonline.co.in
1.2.5	Pre-Bid Meeting	03.12.2015 on 15.00 hrs. (IST)
1.2.6	Venue for Pre-Bid Meeting & Opening of Un-Priced bids	CONTRACTS & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.7	Last date and time for Submission of bid	15.12.2015 up to 14.30 hrs. (IST)
1.2.8	Date and time for opening of un – priced bid at BCPL, Lepetkata	15.12.2015 on 15.00 hrs. (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.9	Place of submission of bid	CONTRACTS & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Tender Fee	NOT APPLICABLE
1.2.11	Earnest Money Deposit / Bid Security (Refundable)	Rs. 2,00,000/- (Rupees Two Lakh only)
1.2.12	Contact Person	Mr. Manob Jyoti Duarah, Dy. Manager (C&P) E-mail: mjduarah@bcplindia.co.in Ph no: 0373- 2914635/ 9435139382

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

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

The un-priced bid must be complete with all technical and commercial details other than rate. UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**

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

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

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

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

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

TECHNICAL SPECIFICATION

Refer SECTION IV.

EXPERIENCE CRITERIA:

- i) Bidder should be a manufacturer or authorized distributor / dealer of PENTANE. In case, bidder is a manufacturer. They must submit the valid notarized documentary evidence for being a manufacturer [i.e, Company registration certificate / ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate]. And in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle, being a manufacturer needs to be submitted.
- ii) Bidder should have successfully supplied 43500 Kg of PENTANE in a single purchase order in the preceding 07 years to any department under central / state Govt. of India / Indian PSU / Govt. Organization / private limited company / public limited company.

Bidder is required to submit copy of one Purchase Order and proof of it's execution (proof of execution may include any one of execution certificate issued from purchaser/copy of invoice / delivery / LR challan along with payment receipt for the PO, copy of letter / MoM from end user / client stating that PO was successfully executed, execution certificate from client / end user against PO, inspection clearance report from client / end user / appointed inspection agency of the client against the PO, final bill payment certificate, payment certificate against the invoice& proof of it's payment/inspection note etc.) clearly having the reference no. of P.O. qty. executed and actual date of execution, towards proof of meeting this BEC.

- All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) need to be furnished by the bidders and shall necessary be duly certified/attested by Chartered Engineer and notary public with legible stamp.
- However bids of Joint venture / consortium are not acceptable.
- A job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, job execution for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) dully certified by Statutory Auditor of the bidder toward 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.

FINANCIAL CRITERIA:

- i) The minimum annual turnover of the bidder should be Rs. 50.00 Lac. in any of the preceding 03 (three) financial years (FY 2012-13, 2013-14& 2014-15).
 - ii) The financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-15.
 - iii) The minimum working capital of the bidder should be Rs. 10.00 Lac as per the last audited financial year i.e. FY 2014-15.
- *If the bidder's working capital is inadequate, the bidder should supplement the same with a letter from their bank, having net worth not less than Rs.100 Cr, confirming the availability of line of credit to meet the specified working capital requirement.*
 - *Bidder shall submit details of Financial Capability of bidder in the prescribed format (Annexure Z) duly signed & stamped by Chartered accountant.*
 - *Further, copy of full audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.*

EARNEST MONEY DEPOSIT / BID SECURITY:

Rs. 2, 00,000/- For details refer instruction to bidders-**SECTION II** of tender.

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non-responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

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

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

In case of Excise duty and service tax, bids shall be evaluated after considering the effect of leviable excise duty and service tax to avail credit.

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

SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.

- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries

Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

PRE BID CONFERENCE: A pre bid conference shall be held with bidders to have a detail discussion on specification, scope of work, service or any special requirement etc.

PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh

DELIVERY/COMPLETION SCHEDULE:

REFER SPECIAL CONDITION OF CONTRACT-SECTION IIIB of tender

VALIDITY PERIOD OF OFFER:

The **period of validity** of the quotations should **not be less than 120 days** from the opening date. Quotations with less validity are likely to be ignored.

VAT / CST No.:

Bidder must have valid sales tax registration no. and same should be indicated in the quotation. No extension in the bid due date/time shall be considered on account of delay in receipt of any document.

GENERAL

Bidders can download the bid document from BCPL's website www.bcplonline.co.in and GAIL's website www.gailtenders.in

Corrigenda/Addenda, if any, shall also be available on the referred website. Further, bidder shall give an undertaking on their letter head that the content of the bidding document have not been altered or modified.

Tender Fee: NOT APPLICABLE

Bid document is non –transferable.

BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.

BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.

Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

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

Bidder should not be under liquidation, court receivership or similar proceedings.

Bidders should not be black listed with any PSU /Govt. establishment.

Bid sent through other than Courier/post/personal delivery shall not be accepted.

- However, PSUs & SSI are exempted from payment of Tender Fee.

SECURITY DEPOSIT:

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of delivery of last lot. The tentative period of delivery of last lot is October'2014.

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

INSURANCE:

The transit insurance shall be within the scope of BCPL.

Entry Tax: Not Applicable.

Fall Clause: Not Applicable.

DESPATCH INSTRUCTION:

REFER SPECIAL CONDITION OF CONTRACT

TERMS OF PAYMENT:

REFER SPECIAL CONDITION OF CONTRACT-**SECTION IIIB** of tender.

PRICE REDUCTION SCHEDULE (PRS):

REFER SPECIAL CONDITION OF CONTRACT-**SECTION IIIB** of tender

FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

LATE BIDS:

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

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

OPENING OF PRICED BIDS:

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

AWARD CRITERIA:

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

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

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

JURISDICTION OF COURT:

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

ARBITRATION:

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

FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

Consignee Address:

**CONTRACTS & PROCUREMENT DEPARTMENT
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM**

Yours faithfully,

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

**(Manob Jyoti Duarah)
Deputy Manager (Contracts & Procurement)
E-Mail: mjduarah@bcplindia.co.in
Ph no: 0373- 2914635
Mobile no. : 9435139382**

SECTION II INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

1. SCOPE OF BID:

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

2. ELIGIBLE BIDDERS:

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

3. ONE BID PER BIDDER

- 3.1 A bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 3.2 Alternative bids are not acceptable.

4. COST OF BIDDING

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

5. SITE VISIT

- 5.1 The bidder is advised to visit and examine the site or/locations and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder’s own expense.
- 5.2 The bidder or any of its personnel or agents will be granted permission by the BCPL to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the BCPL and its personnel and agents from and

against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

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

7. CLARIFICATION ON BID DOCUMENTS

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

8. AMENDMENT OF BID DOCUMENTS

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

PREPARATION OF BIDS

9. LANGUAGE OF BID

- 9.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the BCPL shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BID

- 10.1 The bid prepared by the bidder shall comprise the following:
- 10.2 Envelope-I: **Superscribing** "Techno-Commercial Un-price Bid (PART-I)"
- 10.2.1 Part-I: Techno-commercial/Un-priced Bid shall contain the following:
 - a. Covering letter.
 - b. Technical specification sheet (Section IV) of tender, duly signed

- c. Price Schedule with prices blanked out mentioning “Quoted/Not Quoted” against each item and shall mention other details like rate of taxes and duties etc. considered.
- d. All format duly filled-in
- e. Material Safety Data sheet (MSDS)
- f. Any other information/details required as per Bidding Documents.

10.3 Envelope II: Superscribing “Price Bid- (PART-II)”

Part-II shall contain original Schedule of Price duly filled in, signed on each page.

11. BID PRICES

- 11.1 The bidder shall quote prices on the appropriate format for “Price Schedule” enclosed as part of Bid Document.
- 11.2 Any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt.
- 11.3 Authorities and after ascertaining it’s applicability w.r.t. the contract.
- 11.4 The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the supply considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the supply as per scope of supply, specifications, standards, GCC, SCC or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.5 Sales Tax form and Cenvatable invoice:
 - a) BCPL will issue form “C” against inter-state transaction.
 - b) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty (if applicable) in all cases which shall be raised as per the details provided in detailed Order/Letter of Acceptance.
- 11.6 PRICE BASIS & SCOPE

The price should be quoted in Price Schedule as detailed below and break-up to be provided wherever sought for.

 - i) Supplies:

Supply price of all goods on F.O.T. dispatch point (including packing & forwarding) basis.

The Supply prices shall include the cost of imported raw materials components, if any, and customs & port clearance, customs duty, forwarding, handling and further transportation of their such built-in imported materials & components.
 - ii) Inland Transportation:

Transportation cost of all goods from Bidder’s works/dispatch point up to Site(s), including handling, forwarding, loading on to trucks etc. inclusive of Entry tax, Octroi & Service tax etc.

Unloading of goods at Site(s) shall be in the scope of BCPL.
 - iii) Bidders shall indicate the following in Price Schedule:
 - a) Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
 - b) Excise duty including Cess on the finished goods
 - c) CST (against form “C”)/VAT on finished goods
 - d) Any other taxes, duties, levies, etc. mentioned by bidder in bid
 - e) Road freight charges from Seller’s works to BCPL , Lepetkata inclusive of all taxes, duties, levies including service tax and cess thereon.
 - f) The minimum amount of cenvat benefit that bidder will pass on to BCPL
 - iv) Excise Duty and CST against concessional form which will be payable on the finished goods, if this contract is awarded. Any statutory variation in Excise duty and Sales Tax/VAT on finished goods, if applicable, within the contractual delivery

period shall be to BCPL's account against submission of the documentary evidence.

Seller will be required to pass cenvat benefit to BCPL equivalent to the minimum amount/rate as mentioned by them in the priced bid (except when there is any statutory reduction in rate of taxes and duties during the contractual delivery period), failing which BCPL shall deduct the difference (i.e. Minimum amount/rate mentioned in price bid-Actual amount/rate passed on to BCPL) from the supplier's invoice.

If seller provides cenvat benefit for an amount which is more than the minimum amount as mentioned by them in the priced bid (for any reason other than statutory change in rate of taxes/duties by Government of India), irrespective of date of delivery, then BCPL shall reimburse such amount at actual to the Seller, subject to reimbursement of CST/VAT or any other component as per the original ordered rate. However, if the increase in cenvat benefit is affected due to statutory change in rate of taxes/duties by Government of India within the contractual delivery period, then BCPL shall reimburse such amount at actual including corresponding increase in CST/VAT or any other component arising out of such increase.

Any decrease in the rate of taxes & duties shall be passed on to the BCPL.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 The bid shall remain valid for acceptance for 120 days from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the BCPL may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

13. EARNEST MONEY DEPOSIT/BID SECURITY

- 13.1 The bidder shall furnish, as part of its Bid, Security in the amount specified in the IFB.
- 13.2 The bid security is required to protect the BCPL against the risk of bidder's conduct which would warrant the bid security's forfeiture,, pursuant to clause 14.7 of ITB.
- 13.3 The bid security in Indian Rupees shall be in the form of Demand Draft/Banker's Cheque in favour of **M/s Brahmaputra Cracker and Polymer Limited**, payable at **Dibrugarh** (issued by Indian Nationalized/Scheduled bank) or in the form of an irrevocable Bank Guarantee in favour of **M/s Brahmaputra Cracker and Polymer Limited, Dibrugarh** as per format enclosed at F-3.

BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.

In case, bid security is in the form of irrevocable Bank Guarantee the same shall be from any Indian schedule Bank or a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantee from banks other than the Nationalized Indian bank, the bank must be a commercial bank having net worth in excess of Rs. 100 Crores and a declaration to this

effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead.

The bid security shall be valid for two (02) months beyond the validity of the bid as specified in Clause 13 of ITB.

- 13.4 Any bid not secured in accordance with clause 14.1 and 14.3 shall be summarily rejected by BCPL as non-responsive.
- 13.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by BCPL pursuant to clause 13 above.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 34 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 38 of ITB.
- 13.7 The bid security/EMD may be forfeited:
- 13.7.1 If a bidder withdraws its bid during the period of Bid validity.
- 13.7.2 In case of a successful bidder, if the bidder fails:
- i) To accept the award in accordance with clause 34 of ITB or
 - ii) To accept the arithmetic corrections pursuant to clause 29 of ITB and/or
 - iii) To furnish the performance guarantee in accordance with Clause 38 of ITB
 - iv) In case after price bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering.
- 13.8 Bid security should be in favour M/s Brahmaputra Cracker and Polymer Limited, Dibrugarh and addressed to BCPL. Bid security must indicate the bid document and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be as per Format F-3.
- 13.9 A) Firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate. Further, Public Sector Undertakings are also exempted from furnishing Bid Security.
B) Small Scale Industries registered with the NSIC under its single point registration scheme, shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate.

14. FORMAT AND SIGNING OF BID

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

15. REJECTION CRITERIA:

- 15.1 The following conditions/clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-
- 1. Non-submission of EMD as per tender
 - 2. Bid validity less than 120 days from the final due date of bid closing
 - 3. Non-acceptance of delivery schedule as per tender
 - 4. Non-acceptance of payment terms
 - 5. Non-submission of FIRM & FIXED prices till completion of supplies
 - 6. Non-acceptance of security Deposit.
 - 7. Non-acceptance of Guarantee/Warranty clause
 - 8. Non-acceptance of Arbitration clause

9. Non-acceptance of Force Majeure clause
10. Scope of Work
11. Specification
12. Price Schedule / Schedule of rates
13. Delivery / Completion Schedule
14. Price Reduction Schedule
15. Applicable Laws.
16. Any other condition / clauses mentioned in the tender documents.
17. Penalty/Compensation for delay
18. Termination
19. Time schedule

SUBMISSION OF BIDS

16. MARKING OF BIDS

- 16.1 Bid shall be submitted in the following manner:
 Part-I (in a sealed envelope): Techno-commercial/un-priced bid
 Part-II (in a sealed envelope): Priced Bid
- Also refer clause 10 above.**
- 16.2 All envelopes containing the documents in physical form required to be submitted by the bidder shall have 'Bid Document Number' and shall be addressed at address mentioned below.
 OFFICE OF THE DY. GENERAL MANAGER (C&P)
 ADMINISTARTIVE BUILDING,
 BRAHMAPUTRA CRACKER & POLYMER LTD.
 PO – LEPETKATA
 DIBRUGARH-786006, ASSAM
 TEL: 0373-2914635
- 16.3 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required. If the envelope is not sealed and marked as above, the BCPL will assume no responsibility for the misplacement or premature opening of the bid.

17. DEADLINE FOR SUBMISSION OF BID

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

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

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

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 The bidder may modify, re-submit or withdraw its bid after the bid submission, but, before the due date of submission.

- 19.2 No bid shall be modified after the deadline for submission of bid.
- 19.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may lead to penal action against the bidder like putting such bidders on HOLIDAY.

BID OPENING AND EVALUATION

20. BID OPENING

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

21. PROCESS TO BE CONFIDENTIAL

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

22. CONTACTING THE OWNER

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

23. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 23.1 Techno-Commercial Bid Evaluation.
- 23.2 The BCPL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.3 Prior to the detailed evaluation, the BCPL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 23.4 The BCPL will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the BCPL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- a) Overall completeness and compliance with the Technical Specifications, quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
 - b) Any other relevant factor, if any that the BCPL deems necessary or prudent to be taken into consideration.-
- 23.5 Requisite forms containing all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

24. PRICE BID OPENING

- 24.1 The BCPL shall inform the time, date and venue for price bid opening to all such bidders who qualify⁶ pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 24.2 The BCPL will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 24.3 The bidder's name, prices, and such other details as the BCPL, at its discretion, may consider appropriate, will be announced and recorded at the time of bid opening.

25. ARITHMETIC CORRECTIONS

- 25.1 The bids will be checked for any arithmetic errors as follows.
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
 - (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
 - (v) When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates OR the Total unit rate quoted under column 10 of Section IIID (Part-B) of tender, whichever is lower. If after evaluation, such bidder is L-1, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
 - (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
 - (vii) IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
 - (viii) After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be

added for evaluation purpose as per terms and conditions declared upfront in the tender documents.

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

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

26. EVALUATION AND COMPARISON OF BIDS

26.1 The evaluation of all the responsive bids to arrive at lowest acceptable bid shall be as under:

1. Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
2. (+) Excise duty including Cess on the finished goods'
3. (+) CST (against form "c")/VAT on finished goods
4. (+) Any other taxes, duties, levies, etc. mentioned by bidder in bid
5. (+) Road freight charges from Seller's works to Pata inclusive of all taxes, duties, levies including service tax and cess thereon.
6. (+) Commercial/Technical loading, (if any)
7. (-) Cenvat Credit to be passed on to BCPL (as mentioned by bidder in the price bid)
8. (-) If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT. In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.

Note: Taxes and duties as prevailing as on final date of submission of Technical (Un-priced bids) shall be considered for purpose of evaluation.

26.2 PREFERENCES

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

a) Purchase Preference

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

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

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

c) Price/purchase preference to the products of SSS

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

AWARD OF CONTRACT

27. AWARD OF ORDER

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

28. QUANTITY VARIATION:

Refer Special Conditions of Contract

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

- 29.1 The BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL's action.

30. NOTIFICATION OF AWARD

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

31. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

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

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

32. CORRUPT AND FRAUDULENT PRACTICES

- 32.1 The BCPL requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the BCPL defines, for the purposes of this provision, the terms set forth below as follows:
- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the BCPL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BCPL of the benefits of free and open competition.
- 32.2 The BCPL will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question:
- 32.3 The BCPL will declare a firm ineligible for a period pursuant to Clause No. 28.1.3 of GCC-Goods.
- ## **33. ORDER OF PRECEDENCE**
- 33.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts- Goods. Where any portion of Special

Conditions of Contracts and General Condition of Contract- Goods is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of Special Conditions of Contract and General Conditions of Contract-Goods, only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Condition of Contract-Goods.

34. Submission of False/Forged documents:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of this bids. IF the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c) In case the issue submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeiture any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

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

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

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No. 55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

36. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting

false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

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

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

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

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

scope except those incidental to original scope mentioned in the contract.

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

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

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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/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 Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

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

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

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

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the

agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

37. Performance Rating & Evaluation:

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

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

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

Very good
Good
Fair
Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "HOLIDAY" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

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

F-15

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

Delivery Period / Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 12 weeks	20
	Delay up to 16 weeks	15
	More than 16 weeks	0

b) Above 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 16 weeks	20
	Delay up to 20 weeks	15
	Delay up to 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

For Normal cases: No defects / No deviation / No failure 40 Marks

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

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

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

BIDDER NAME:		
NUMBER OF YEARS IN OPERATION:		
ADDRESS OF REGISTERED OFFICE:		
	CITY	DISTRICT
	STATE	PIN/ZIP
OPERATION ADDRESS IF DIFFERENT FROM ABOVE		
	CITY	DISTRICT
	STATE	PIN/ZIP
ADDRESS WHERE ORDER IS TO BE PLACED/ ISSUED		
	CITY	DISTRICT
	STATE	PIN/ZIP
Telephone Number	_____ (Country Code) (Area Code) (Telephone Number)	
E-mail address		
Website		
Fax Number	_____	

	(Country Code) (Area Code) (Telephone Number)
ISO Certification, if any	{If yes, please furnish details}
Bid Currency	
Whether Supplier / Manufacturer Dealer/Trader/Contractor	
Type of Material Supplies	
Banker's Name	
Branch	
Branch Code	
Bank account number	
Excise Registration number	
Excise Range	
Excise Division	
Excise Collectorate	
Local ST No	
CST No	
PAN No.	
Whether SSI Registrant Or not	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/314/MD
ITEM: 87 MT OF Pentane

F-2 BID FORM

To

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

Dear Sir,

After examining/reviewing the Bidding Documents for SUPPLY OF **87 MT OF Pentane** we, the undersigned, are pleased to bid to execute the order in conformity with, the said Bidding Documents, including all Corrigendum and Addenda.

We confirm that this bid is valid for a period of 90 days from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of the Contract Price, for the due performance within fifteen days of such award (if agreed in tender).

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

F-3 TECHNICAL BEC

CRITERIA	BIDDER'S RESPONSE	SUPPORTING PAGE OF THE BID DOCUMENT
Bidder should be a manufacturer or authorized distributor / dealer of PENTANE. In case, bidder is a manufacturer. They must submit the valid notarized documentary evidence for being a manufacturer [i.e, Company registration certificate / ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate].And in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle, being a manufacturer needs to be submitted		
In addition to above criteria, Bidder should have successfully supplied 43500 Kg of PENTANE in a single purchase order in the preceding 07 years to any department under central / state Govt. of India / Indian PSU / Govt. Organization / private limited company / public limited company.		
Bidder is required to submit copy of one Purchase Order and proof of it's execution (proof of execution may include any one of execution certificate issued from purchaser/copy of invoice / delivery / LR challan along with payment receipt for the PO, copy of letter / MoM from end user / client stating that PO was successfully executed, execution certificate from client / end user against PO, inspection clearance report from client / end user / appointed inspection agency of the client against the PO, final bill payment certificate, payment certificate against the invoice& proof of it's payment/inspection note etc.) clearly having the reference no. of P.O. qty. executed and actual date of execution, towards proof of meeting this BEC.		

• All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) need to be furnished by the bidders and shall necessary be duly certified/attested by Chartered Engineer and notary public with legible stamp. • However bids of Joint venture / consortium are not acceptable. • A job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, job execution for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder toward 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.		
---	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-3B Financial BEC

CRITERIA	BIDDER'S RESPONSE	SUPPORTING PAGE OF THE BID DOCUMENT
The minimum annual turnover of the bidder should be Rs. 50.00 Lac. in any of the preceding 03 (three) financial years (FY 2012-13, 2013-14& 2014-15).		
The financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-15.		
The minimum working capital of the bidder should be Rs. 10.00 Lac as per the last audited financial year i.e. FY 2014-15.		
If the bidder's working capital is inadequate, the bidder should supplement the same with a letter from their bank, having net worth not less than Rs.100 Cr, confirming the availability of line of credit to meet the specified working capital requirement.		
Bidder shall submit details of Financial Capability of bidder in the prescribed format (FORM 3C) duly signed & stamped by Chartered accountant.		
Further, copy of full audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3C

Annexure-Z

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)
Year1:	
Year2:	
Year3:	

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:
Signatory]
Chartered Accountant
Date

[Signature of Authorized
Name:
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”

F-4

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.-----

Bank Guarantee No.-----

CONTRACTS & PROCUREMENT DEPARTMENT

Date-----

Brahmaputra Cracker & Polymer Ltd.

Administrative Building, BCPL Project Site,

Lepetkata-786006, Dibrugarh

Assam

Dear Sir (s),

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

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----day of -----2015 ----- at -----

WITNESS :

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date : _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by it's correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB.
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the BCPL at its address as mentioned at ITB under intimation to BCPL.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to BCPL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees One hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to BCPL.

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/314/MD
ITEM: 87 MT OF Pentane

F-5 LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

No.

Date:

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

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/314/MD
ITEM: 87 MT OF Pentane

F-6 NO DEVIATION CONFIRMATION

To,

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

Dear Sir,

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

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/314/MD
ITEM: 87 MT OF Pentane

F-7 CERTIFICATE

To,

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

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents, a Fax of Acceptance / Purchase Order is issued to us for supply of **87 MT OF Pentane** , the following certificate shall be automatically enforceable:

“We agree and acknowledge that the BCPL is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the BCPL 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 BCPL 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:
Date:

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

F-8

DETAILS OF ORDERS OF PENTANE ALREADY EXECUTED IN THE LAST 7 YEARS

P.O. NO. & DATE	FULL POSTAL ADDRESS AND PHONE NO. OF CLIENT & NAME OF PERSON ISSUING THE ORDER	ORDER QTY.	VALUE OF ORDER (INCLUDING TAXES, DUTIES AND FREIGHT) [RS]	DATE OF COMPLETIO N OF ORDER	QTY. PENTANE

F-9

**PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE GUARANTEE**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of ` . ----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all

purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

Bank

By its Constituted Attorney Signature of a
person duly authorized to sign on behalf of
the Bank.

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Dibrugarh.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to BCPL.
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner and copy to BCPL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores). or its equivalent in foreign currency along with a documentary evidence.

F-10

UNDERTAKING THAT CONTENTS OF BID DOCUMENT HAS NOT BEEN ALTERED OR MODIFIED

To,

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

Dear Sir,

The contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. against tender no..... dtd..... for (name of the job) 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) at any stage, shall be liable for rejection.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-11

UNDERTAKING THAT ALL DOCUMENTS SUBMITTED WITH BID ARE TRUE AND GENUINE

To,

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

Dear Sir,

This is to certify that all documents submitted by M/s (Name & address of the bidder) against Tender No. BCPL/DIB/C&P/2015/S/314/MD, for supply of 87 MT OF PENTANE are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s (Name & address of the bidder) shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-12 CHECK LIST

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

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

SL NO.	DESCRIPTION	BIDDER' S CONFIRMATION (CONFIRMED/NOT CONFIRMED)
1	Please indicate the complete name and address of the company on whom order is to be issued (in the event of order).	
2	Items description along with tentative required quantity of the tender has been submitted with the bid duly signed & stamped towards bidder's acceptance of the same.	
3	Currency of Quote	
4	Prices have been filled-up strictly as per Format given at	
5	Bidder confirms that freight charges upto Lepetkata has been quoted separately or included in the quoted rates (i.e, bidder has quoted prices on FOR Lepetkata Basis) in the schedule format.	
6	Confirm transit insurance is excluded from the quoted prices.	
7	Confirm submission of CENVAT invoice for full amount to enable BCPL to avail CENVAT benefit. In case of CVD, please indicate value/amount for which cenvat benefit to be availed by BCPL.	
8	If offer is based on certain imported raw materials required for materials offered, please note that Owner will not provide any import license for the same.	
9	Confirm acceptance of payment terms as per SCC of tender.	
10	Bidder confirms acceptance of Delivery Schedule as mentioned in the Special Conditions of Contract of the tender.	
11	Confirm that the quoted prices are valid for acceptance upto 120 days from the closing date of this enquiry.	
12	Acceptance of Price Reduction Schedule (PRS) clause as defined in SECTION III of tender.	
13	Bidder confirms acceptance to Guarantee / Warranty clause as mentioned in the Special Conditions of Contract (refer SECTION-III of tender).	
14	Confirmation that Security Deposit/Contract cum Performance Bank Guarantee for 10% of total	

	order value valid for 3 months beyond the expiry of contractual Guarantee /Warranty period shall be submitted within 15 days of receipt of order.	
15	Confirm whether REPEAT ORDER CLAUSE as per tender is acceptable (refer clause no:41 of GCC of the tender)	
16	Confirmation that the quoted prices shall remain FIRM AND FIXED till completion of supplies	
17	Please indicate dispatch point.	
18	Bidder confirms acceptance of technical specifications and scope of supply as enumerated in tender document.	
19	Confirm acceptance to part order , i.e. BCPL can place order for lower quantity than tendered quantity.	
20	Whether bidder will be able to supply exactly total quantity of material (as per lot size mentioned in special conditions of contract) of tender, depending upon the standard packing size/container size. If no, what will be the qty (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	
21	All terms and conditions of SCC (Special Conditions of Contract) placed at Section III of tender are acceptable to bidder.	
22	All terms and conditions of GCC (General Condition of Contract) placed at of tender are acceptable to bidder.	
23	MSDS (Material Safety Data sheet) has been submitted with bid.	
24	All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the SELLER.	
25	CONTACT DETAILS: Name of Person, Designation, Phone no., Mobile no. & E-mail Id.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-13

AGREED TERMS & CONDITIONS

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AGREED TERMS & CONDITIONS

Vendor Name: M/s _____

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person : _____ E-mail _____

ALL CORRESPONDENCE MUST BE IN **ENGLISH** LANGUAGE ONLY.

DULY SIGNED & STAMPED COPIES OF THIS "QUESTIONNAIRE", WITH ALL THE CLAUSES DULY CONFIRMED/ PRECISELY REPLIED TO BY THE VENDOR, SHALL BE ENCLOSED.

ALL COMMERCIAL TERMS ARE TO BE GIVEN/CONFIRMED IN THE QUESTIONNAIRE ITSELF AND NOT ELSEWHERE IN THE QUOTATION. IN CASE OF CONTRADICTION, THE SAME GIVEN HEREIN SHALL PREVAIL.

FAILURE ON THE PART OF VENDOR IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL SETS OF UNPRICED BID AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF VENDOR'S QUOTATION".

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1.	Specify Despatch Point	
2.	a) Confirm that firm freight charges upto BCPL site(s) have been quoted in price bid.	
4.	Taxes & Duties: a) Quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document. b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining it's applicability w.r.t the contract.	
5.	Excise Duty: a. Tarrif sub heading no. b. Present rate of Excise Duty included on finished products (including spares). c. Any variations in ED at the time of supplies for any reasons including variation due to turn-over shall be borne by the seller. Only statutory variations shall be borne by Purchaser. d. In case (c) above is not acceptable, indicate max. rate applicable.	
6.1	Please indicate following break-up	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	a) Cenvatable Excise Duty	
	b) Non Cenvatable Excise Duty	
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4 a.	Clarify whether Excise Duty will be applicable on freight charges also.	
b.	In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	
c.	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax:	
a.	Specify CST/ LST /VAT included	
b.	Indicate present rate : (For CST, concessional form shall be provided)	
c.	Clarify whether Sales Tax will be applicable on freight charges also.	
d.	In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance.	
e.	Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
f.	If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
8.	Owner can avail CENVAT Credit of excise duty and VAT applicable on Good furnished by the Bidder under the contract. Bidder shall furnish cenvatable documents as required to avail the same.	
9.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in delivery as specified in Special Conditions of Contract enclosed in BID Document. b) In case of delay, vendor will reduce the invoice amount by applicable reduction.	
10.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per it's discretion)	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
11.	Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC on same rates, terms and conditions.	
12. a. b.	Performance Bank Guarantee: Confirm goods to be supplied by you shall be guaranteed for performance as per the General Conditions of Contract, Instructions to Bidders (ITB), Special Condition of Contract, and valid till full guarantee period plus 90 (ninety) days. i) The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank. ii) However, if Performance Bank Guarantee are furnished other than the Nationalized Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.	
13.	Testing and Inspection charges: Quoted prices are inclusive of all testing and inspection charges as per tender	NOT APPLICABLE
14.	VALIDITY: Confirm that the offer shall be valid up-to 120 days from the bid due date/extended due date.	
15. a) b)	Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical corrigendum, if any, without any deviation. Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Invitation for Bid (IFB) iii) Instructions to Bidders (ITB) and Addendum to ITB for e-tendering. iv) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
16.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private company in which any director of Owner is a member or Director.	
17.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	declaration is not furnished the bid shall be rejected as non-responsive.	
18.	Please confirm your offer contains the following:	
18.1	<u>UNPRICED OFFER</u> Deviation sheet, if any.	
18.2	<u>PRICED OFFER</u>	
a.	Price Schedule.	
b.	Statement that all specification and terms & conditions are as per unpriced copy of offer.	
19.	Bidder confirms acceptance of Force Majeure clause, Arbitration/Resolution of Disputes clause and Applicable laws as specified in "GCC (Goods)", refer Section IIIA of tender	
20.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	
21.	Firm & Fixed prices: Bidder confirms that the basic Ex-works rate and freight charges quoted by them shall remain FIRM & FIXED till contract period.	
22.	Only statutory variation (if any), in the present rate of taxes and duties, upto the contractual delivery period shall be to BCPL's account (subject to documentary evidence to be furnished by the vendor). However, for any increase in taxes and duties, even if statutory, beyond the contractual delivery period, the same shall be borne by BCPL. However, if there is a decrease in the rates during this period, the benefit shall be passed on to BCPL. Bidder to confirm.	
23.	Bidder accepts PAYMENT TERMS as per tender (refer Section IIIB of tender document)	
24.	Bidder accepts DELIVERY SCHEDULE & CONTRACT PERIOD as per tender (refer Section IIIB of tender document)	
25.	Bidder accepts Guarantee clause as per defined in Section III of tender	
26.	Bidder confirms that transportation Charges : Rate/Per MT per KM (RTKM) (Rs.) in Schedule of Rates (SOR).	
27	Bidder confirms the distance from Ex. Works to BCPL, Lepetkata in SOR.	
28.	Bidder agrees to submit the dispatch documents as listed at of Section III of tender	
29.	Whether bidder falls under MSMED Act (Micro Small Medium Enterprises) Act.	Yes / No

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
DECLARATION

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

We also confirm that we have not been banned or delisted by any Government or Quasi Government agencies of PSU. Further, we confirm that we have not been put on Holiday list of BCPL/GAIL or its PMC .

We also confirm that the content of the Bidding Document including Corrigendum/Addendum (if any) have not been altered or modified.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation:
Seal:

Note:

1. This certificate should be issued in the Letter Head of the Bidder.

F-15

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 reasons for non- participation against the enquiry/ tender through e- mail/fax to concerned executive who issued the tender, by filling up the Format)

To,

CONTRACTS & PROCUREMENT DEPARTMENT
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

Contact person: Sh. M. J. Duarah
Contact no: 0373-2914635
e-mail: mjduarah@bcplindia.co.in

Sub. BIDDING DOCUMENT NO. BCPL/DIB/C&P/2015/S/314/MD
FOR SUPPLY OF 87 MT OF PENTANE

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 reasons given below:
Reasons for non- submission of bid:

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

F-16

POWER OF ATTORNEY

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

Tender No.: _____

Item Description: _____

Name of Bidder: _____

"The undersigned _____ (Name of LEGAL PERSON, 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 (**both digitally and manually**), 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)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

F-17

DISCLAIMER

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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

F-18

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

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

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC / ST entrepreneurs. This quota is to be transferred to other MSEs in case of non - availability of MSEs owned by SC / ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- vi) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC / ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

CA CERTIFICATE FORMAT FOR MSE TO WHOMSOEVER

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

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

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

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

The above format shall be printed on Statutory Auditors / CA's letter head, filled, signed and stamped by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.

SECTION IIIA

**GENERAL CONDITIONS OF
CONTRACT-GOODS**

Attached: As Annexure I

SECTION IIIB

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION – III B

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:-

- 1.1 The following article shall supplement the General Conditions of Contract. Where any portion of the 'General Conditions of Contract' and 'Instruction to Bidders' is repugnant to or at variance with any provisions of the Special conditions of Contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract.
- 1.2 Other terms and condition will be applicable as specified elsewhere as **"General Condition of Contract"** in the tender document.

2.0 DELIVERY SCHEDULE:

The material shall be supplied in road tankers of suitable capacity with valid CCE / fitness certificate as per following schedule:

Lot I : Approx **36 MT** immediate after placement order

Lot II : Approx **36 MT** after 2 months of first lot

Lot III : Approx **15 MT** after 1 month of second lot

However, it may be noted that each lot of material to be dispatched only after intimation by M/S BCPL

3.0 QUANTITY VARIATION:-

Quantity variation (for purpose of ascertaining shortfall in qty. related to deduction of PRS): (-) 5% of lot qty. or (-) 1 MT, whichever is higher shall be allowed. For eg. if dispatch advice for a particular lot given is 14 MT and supplier supplies 13 MT against this lot, then short supply shall be considered as NIL. However, if the supplier supplies 12 MT against this lot, then short supply shall be considered as 1 MT and PRS shall be deducted accordingly. Payment shall be made based on the actual qty. received.

The overall variation in total P.O. qty. shall be limited to $\pm 5\%$.

Allowable losses for which no payment shall be deducted: Considering evaporation losses, spillage losses and weighbridge reading variation, (-) 0.5% of the challan qty. shall be allowed and BCPL shall not deduct any payment up to (-) 0.5% of the challan qty. However, variation over (-) 0.5% of the challan qty. shall be deducted. For eg., if dispatch advice for a particular lot given is 20 MT and the challan qty. shows 20 MT while the received qty. is 19 MT, then the allowable losses shall be considered as 0.1 MT (0.5% of 20 MT) and the payment shall be released for 19.1 MT.

The supplies against indicated quantity in the delivery schedule shall be acceptable within (+/-) 5% limit (depending upon size of tanker used). The quantity in MT' as stated

above can be adjusted depending on the standard container size/tanker size offered by the bidder.

4.0 CERTIFICATE OF ANALYSIS:

Each lot material shall be accompanied by test certificate/ certificate of analysis. All inspection and testing requirement shall be complied by the seller at their own cost. Certificate of Analysis (COA) should be in line with BCPL's required specification.

5.0 PAYMENT TERMS:

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

6.0 PRICE REDUCTION SCHEDULE (FOR DELAYED DELIVERY):

The supplies are to be made strictly as per the dates indicated in the schedule give in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction schedule shall be applicable @0.5% per week or part thereof on the value of undelivered portion of supply (after accommodating the quantity tolerance allowed). The "Value of undelivered portion of supply" shall be excluding taxes and duties but including freight.

Clause nos. 26.2 & 26.3 of Section IIIA of tender (General Conditions of Contract) shall also apply.

7.0 GUARANTEE / WARRANTY & REPLACEMENT:

- i) The supplied material should have minimum shelf life of Twelve (12) months from the date of dispatch. Accordingly bidder should provide guarantee / warrantee on the supplied material for the shelf life period.
- ii) If at any point of time, material is not found suitable for use or found to be of inferior quality, the material shall be taken back by SELLER at its own cost and material to be replace immediately.
- iii) In case, the supplier wishes to cross check the performance of the PENTANE, if required, they should arrange all necessary equipments on their own for the same at their risk and cost.

8.0 OUTLET NOZZLE:

The outlet of tankers should be 2". If size is different, suitable reducer to be provided so that 2" SS hose can be connected.

9.0 TRANSPORTATION:

Transportation upto LEPETKATA shall be in scope of SELLER. The material shall be supplied in road tankers of suitable capacity with valid CCE/ fitness certificate. Decantation of tankers shall be done by BCPL. Further, materials are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.

10.0 MAKE OF PENTANE (FOR DEALERS/DISTRIBUTORS):

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply PENTANE from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

10.1 DETENTION CHARGES CLAUSE:

Every effort will be made to unload the road tanker within 2 working days provided the tanker reports at **LEPETKATA** before 10.00 Hrs. on working days. In case of failure on part of BCPL to unload the tanker (for reasons attributable to BCPL), the detention charges will be applicable after 48 hours from the date & time of reporting. Please note that no detention charges will be applicable for the date of reporting. If the tanker reports after 10.00AM, the date of reporting shall be considered as the next date for the purpose of detention charges. The detention charge payable by BCPL shall be @ Rs. 500/- per tanker per day.

11.0 CENTRAL EXCISE DUTY:

11.1 The quoted rate should be inclusive of all taxes duties as well as Central Excise Duty and applicable cess thereon. The bidder is required to mention the applicable rate and amount of Central Excise duty and cess thereon, as applicable on the final due date of the bid submission. Central Excise Duty and cess thereon shall be paid as per the rates/amount mentioned by the bidder in their offer on submission of documentary evidence / invoices issued under applicable provisions of Central Excise Law. Even in the event of statutory variation of Central Excise Duty and cess thereon within the contract period (except on account of variation / change in the turnover of bidder), the same shall be paid by BCPL against documentary evidence.

11.2 In case the bidder procure the material from a vendor / sub-vendor for onward delivery to BCPL, Lepetkata, then the name of the bidder may appear as 'buyer' and the name, address & details of Brahmaputra Cracker and Polymer Limited, Lepetkata shall appear as 'Consignee' on the Excise Invoice so as to enable BCPL, Lepetkata to avail CENVAT Credit.

11.3 The supplier shall mention the following particulars of Brahmaputra Cracker and Polymer Limited, Lepetkata on the Excise Invoice. Besides following, if any other particulars of BCPL, Lepetkata as consignee are required to be mentioned, if any, under Central Excise law on the date of dispatch, the same shall also be mentioned on the Invoice.

**CONSIGNEE
BRAHMAPUTRA CRACKER & POLYMER LTD.
OFFICE OF THE SR. MANAGER (C&P)
CENTRAL WARE HOUSE, PO – LEPETKATA
DIBRUGARH-786006, ASSAM**

BCPL TAX REGISTRATION DETAILS: -

VAT TIN NO. = 18470091018

CST No. = 18049926313

ECC No. = AADCB2356EEM001

12.0 **DESPATCH DOCUMENTS:**

The despatch documents/shipping documents shall comprise the following –

1. Commercial Invoice (Original).
2. Excise invoice (if applicable) to be sent along with the truck/tanker.
3. Challan.
4. Copy of LR.
5. Certificate of Analysis / Test Certificate.
6. Counterfoil of Road permits (in case the bidder takes Road permit from BCPL).

12.1 **DOCUMENTS REQUIRED**

Technical offer of the bidder should contain the following documents:

1. Product datasheet of PENTANE
2. Material safety datasheet
3. Storage instruction and safe handling procedure
4. Reference list of users and names of contact persons
5. Certificate confirming the nature of material (Hazardous/ non Hazardous etc.)

13.0 **APPROVAL AND ACCEPTANCE**

1. All goods or material shall be supplied in accordance with the technical specification stated in the tender/ order. the material supplied through tankers shall be unloaded in BCPL's Bulk storage tank. Hence, material should be guaranteed against defective material/ workmanship till it is unloaded at BCPL tank.
2. Bidder shall dispatch the material only after getting approval from BCPL.
3. 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.
4. The basis for acceptance shall also be the inspection report & test results of bidder.
5. I case the same is not found in conformity with specified value, the whole material is liable to be rejected.

SECTION IV

TECHNICAL

SPECIFICATION

PENTANE		
PARAMETER	SPECIFICATION	Unit
n-pentane*	50*	wt%
i-pentane*	50*	wt%
C5 content	99	wt% min
Total combined Sulphur	2	ppm wt max
Water	50	ppm wt max
Oxygen (in vapour phase)	100	ppm v max
Total Oxygenated Compound (as C=O)	5	ppm wt max
Carbon Monoxide	1	ppm wt max
Carbon Dioxide	1	ppm wt max
Total Aromatics	20	ppm wt max
Bromine Index	50	mg Br/100g max

** Other supplies acceptable in the range of 60-80 % n - pentane and balance i - pentane

SPECIFICATION

TEST CERTIFICATE:

- a) THE MATERIAL SHALL BE SUPPLIED AS PER THE TECHNICAL SPECIFICATIONS SHEET ATTACHED.
- b) EACH LOT SHALL BE ACCOMPANIED BY A CERTIFICATE OF ANALYSIS (COA)/TEST CERTIFICATE.

SECTION V
NON – QUOTED
PRICE SCHEDULE
PART-A

SECTION – V
PRICE SCHEDULE

TENDER NO.: BCPL/DIB/C&P/2015/S/314/MD

BID FOR SUPPLY OF PENTANE FOR LLDPE/HDPE UNITS OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

**QUOTED AMOUNT IN INR
QUANTITY IN KG**

SL. NO.	UOM	QTY. (IN MT)	UNIT RATE		EXISE DUTY IN %	CST (AGAINST FORM-C)/ VAT	FREIGHT UPTO LEPETKATA (for SL. NO. 1) (for SL. NO. 2)	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL	TOTAL UNIT RATE PER MT ON FOT LEPETKATA	TOTAL AMOUNT = TOTAL UNIT RATE PER KG X QTY.
			IN FIG.	IN WORDS						
1	2	3	4	5	6	7	8	9	10	Column11=Column10 x Column 4
01.	PENTANE (IN TANKER) FOT - LEPETKATA	87	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE

Note: The quantity is tentative. Quantity may vary as mentioned in the SCC (Part IIIB).

NAME OF BIDDER: _____

PLACE:(SIGNATURE OF BIDDER & COMPANY SEAL)

DATE:

SECTION V
QUOTED
PRICE SCHEDULE
PART-B

PRICE SCHEDULE

TENDER NO.: BCPL/DIB/C&P/2015/S/314/MD

BID FOR SUPPLY OF PENTANE FOR LLDPE/HDPE UNITS OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

QUOTED AMOUNT IN INR QUANTITY IN KG										
SL. NO.	UOM	QTY. (IN MT)	UNIT RATE		EXISE DUTY IN %	CST (AGAINST FORM-C)/ VAT	FREIGHT UPTO LEPETKATA (for SL. NO. 1) (for SL. NO. 2)	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL	TOTAL UNIT RATE PER MT ON FOT LEPETKATA	TOTAL AMOUNT = TOTAL UNIT RATE PER KG X QTY.
			IN FIG.	IN WORDS						
1	2	3	4	5	6	7	8	9	10	Column11=Column10 x Column 4
01.	PENTANE (IN TANKER) FOT - LEPETKATA	87								

Note: The quantity is tentative. Quantity may vary as mentioned in the SCC (Part IIIB).

NAME OF BIDDER: _____

PLACE :(SIGNATURE OF BIDDER & COMPANY SEAL)
DATE: