



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2012/M/ARC/029/R/SD

Date: 10/07/2013

To,

BID DOCUMENT FOR ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm) AT BCPL, LEPETKATA-DIBRUGARH

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Central Warehouse", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609/611*

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SECTION - I
INVITATION FOR BIDS
(IFB)

Dear Sir

Brahmaputra Cracker and Polymer Limited invites sealed bids from eligible bidders for ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm) AT BCPL, LEPETKATA-DIBRUGARH as per detailed specifications indicated in Schedule of Rates and Scope of Work of this Tender Document under two-bid system.

1. The salient terms & conditions of the bid are stated below:

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/2012/M/ARC/029/R/SD
1.2.3	Bid documents available on Website	Available from 1500 hours on 11/07/2013 in www.bcplonline.co.in and www.gaitenders.in
1.2.3	Contract schedule	Annual Rate Contract(ARC) shall be valid for 01 Year from the date of P.O
1.2.4	Pre-Bid Meeting	19/07/2013 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	30/07/2013 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	30/07/2013 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs. 13700
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Amrisha Rajkhowa, Senior Officer (C&P) E-mail: arajkhowa@bcplindia.co.in Ph. No. +91-373-2914609/11

2.0 Bid Document is non-transferable. Bidder must submit the bid directly.

Bidder must submit the Bid complete in all respect as per terms & conditions of bid on or before the due date.

All bids received against this tender, either from short listed bidders provisions of tender document.

3.0 Bidder to note that taking deviation to following clauses of tender documents lead to Rejection of their bids:

- a) Firm Price (Discount mentioned in SOR will be fixed)
- b) Scope of Work
- c) Specifications
- d) Price Schedule
- e) Delivery/Completion Schedule
- f) Period of Validity of Bid
- g) Performance Bank Guarantee/Security Deposit
- h) Guarantee
- i) Arbitration/Resolution of Dispute
- j) Force Majeure
- k) Applicable Law
- l) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

4.0 Bidder must submit the copy of Power of Attorney of the signatory to the Bidding Document.

5.0 The Bid Document calls for offers on single point “Sole Bidder” responsibility basis. Order will be placed on the “Sole Bidder” alone (in whose name the bid document has been issued) who will be responsible for all contractual purposes. Further the bidders are advised to ensure that their offer is on single bidder responsibility basis and in total compliance of scope of work as specified in Bid Document.

6.0 The bid should be prepared by the “Sole Bidder” and should be sent to BCPL directly. BCPL reserves the right to reject offers made by intermediaries/ representatives.

7.0 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY:-

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd. , payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks

having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/opened.

Small scale industries registered with NSIC under its single point registration scheme shall be exempted from submission of EMD provided they are registered for the items they intend to quote against BCPL tender. Format of bank guarantee towards EMD is enclosed with tender.

8.0 SECURITY DEPOSIT:

8% of the order value of individual release order in addition to retention of EMD for the entire contract period. Security deposit to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with General Conditions of Contract-works)

9.0 This Invitation for Bids (IFB) is an integral and inseparable part of the enclosed Bid Document.

10.0 Bidder must ensure submission of all forms & formats starting from F-1 to F-11 duly filled, signed & stamped along with their offer at website.

11.0 Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of the price bid opening.

12.0 BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.

13.0 BCPL reserves the right to allow Purchase preference to as admissible under the prevailing policy

14.0 PRICE BASIS:

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM)

15.0 DELIVERY SCHEDULE:

Material should be delivered within 30 days from issuance of individual P.O.
Posters will be provided along with individual P.O.

16.0 ANNUALIZED QUANTITY:

Tentative annualised quantity shall be 450 nos.

17.0 ORDERED QUANTITY:

Order shall be placed on the basis of actual quantity as per rate, terms and conditions of ARC till validity period of ARC.

18.0 FALL CLAUSE:

(i) The price charged for the materials supplied under the contract / supply order by the contractor / supplier shall in no event exceed the lowest price at which the supplier /contractor or his agent / principal / dealer, as the case may, sells the materials or offers to sell materials of identical description to any persons / organizations including the purchaser or any department of the central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case maybe, during the currency of the contract / supply order.

(ii) If at any time, during the said period, the contractor /supplier or his agent / principal / dealer, as the case may be, reduces the sale price, sells or offers to sell such materials or any persons / organisations including the purchaser or any department of Central Government, or State Government, as the case may be, at a price lower than the price chargeable under the contract / supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this supply order and the price payable under the supply order / contract for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

(a) Exports by the contractor / supplier; or

(b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement.

(c) Sale of goods such as drugs which have expiry dates.

(iii) The contractor / supplier shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this supply order /contract:

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

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

19.0 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.

20.0 JURISDICTION OF COURT:

The work 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.

21.0 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.

22.0 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.

23.0 ZERO DEVIATION:

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

In addition to above, bid with any deviation/modification to critical clauses & Rejection Criteria (refer (Instruction of Bidder) Clause no. 28) of bidding document shall be categorically rejected, without any clarification.

24.0 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 along with the following document.

- i) Power of Attorney.
- ii) Earnest Money Deposit (Original + One Copy)

UN-PRICED offer in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

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

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

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

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

25.0 Bids should be valid for 3 months from the bid due date.

26.0 Immediately upon receipt of tender information, interested bidder must submit “Acknowledgement Cum Consent Letter” duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format “Acknowledgement Cum Consent Letter” attached in the tender failing which BCPL may not issue any tender to such bidder in future.

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

THIS IS NOT AN ORDER

Yours faithfully,
For and on behalf of Brahmaputra Cracker and Polymer Limited

[Amrisha Rajkhowa]
Senior Officer (C&P)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2012/M/ARC/029/R/SD

Item: BID DOCUMENT FOR ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm) AT BCPL, LEPETKATA-DIBRUGARH

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 30/07/2013

Date and time for opening of bids: 15.00 hrs (IST) on 30/07/2013

From: **to:**

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

CUT-OUT SLIP

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

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

Table of Clauses

- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
- D. Submission of Bids
- E. Bid Opening and Evaluation
- F. Award of Contract

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Scope of Bid

1.1 The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described in Technical Specifications/SOR & SOW(Scope of Work) of this tender document.

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

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

2. Eligible Bidders

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

2.2 This Invitation for Bids is open to pre-qualified bidders as well as other bidders who meet BEC.

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

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

2.5 The bidder is not put on holiday by BCPL or black listed by any Government Department/ Public Sector.

3. One Bid per Bidder

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

4. Bid Evaluation Criteria- NOT APPLICABLE IN THIS TENDER

Bid Evaluation Criteria (BEC) shall be as per Annexure –I to the Invitation for Bid, Section-I of This Tender Document.

5. Cost of Bidding

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

B. BIDDING DOCUMENTS

6. Content of Bidding Documents

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

Section-I: Invitation for bids (IFB)

Section-II: Instructions to Bidders (ITB)

Attachment I: Forms & Formats

Section-III: General Conditions of Contract (GCC-Goods)

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Section-IV : Special Conditions of Contract (SCC)

Section-V : Material Requisition / Technical Specification

Section-VI : Brief Summary of Agreed Terms & Conditions

Section-VII : Price Schedule / SOR

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Invitation for Bids (IFB) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

8.1 At any time prior to the bid due date, the PURCHASER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents, by issuing addenda.

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

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

C. PREPARATION OF BIDS

9 Language of Bid

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

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

10 Documents Comprising The Bids

10.1 The bid prepared by the bidder shall comprise the following components:

10.1.1 UNPRICED BID (Part –I)

a) Covering Letter (along with an under taking that content of tender document are not modified, in case tender is **downloaded from website**. If same is not submitted, offer shall not be considered for further evaluation)

UNDERTAKING: AN UNDERTAKING (BY THE BIDDERS WHO QUOTES BY DOWN LOADING THE TENDER FROM WEB SITE) ON THEIR LETTER HEAD STATING THAT "THE CONTENTS OF THE TENDER DOCUMENT 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 THE M/S (NAME OF THE BIDDER) SHALL BE LIABLE FOR REJECTION".

b) Bidder's general details /information as per format F-1.

c) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

d) A Bid Form as per format F-2.

e) Price Schedule (with price figures blanked) completed in accordance with ITB Clauses 11, 12, 13.

f) Documentary evidence establishing that Bidder is eligible to bid and meets qualification criteria in accordance with ITB Clause 14.

g) Documentary evidence establishing Goods' eligibility and conformity to Bidding Documents in accordance with ITB Clause 15.

h) Copy of Bid Security in accordance with ITB Clause 17.

i) An undertaking in respect of meeting BEC as per format F-10.

j) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.

k) Details of Indian Agents/Consultants/ Representatives /Retainers/Associates pursuant to ITB clause 22.0, if applicable, including its commission in percentage of FOB rate.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

10.1.2 PRICED BID (Part –II) Bid Form and Price schedule duly filled in.

10.1.3 Original Bid Security

11. Bid Form & Price Schedule

11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished at F-2 and Section-V of Bidding Document respectively, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

12. Bid Prices

12.1 Indian Bidders shall indicate the following separately (as per Price Schedule)

A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

B) Excise Duty & Sales Tax (rates) which will be payable on the finished goods, if this contract is awarded.

C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. The domestic bidder may include applicable Project rate of Customs Duty for import of raw materials and components required for manufacturing of goods. Purchaser will issue certificate to enable successful bidder to obtain essentiality certificate from his administrative ministry for availing project rate of Customs Duty.

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

13 Bid Currencies

13.1 Domestic bidders may submit bid in any currency (including Indian Rupees)

14 Documents Establishing Bidder's Eligibility and Qualification

NOT APPLICABLE

15 Documents Establishing Goods's Eligibility and Conformity to Bidding Documents

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

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

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

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

16 Period of Validity of Bids

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

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post / e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17 Bid Security

17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.

17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (issued by Indian Nationalised / Scheduled bank) or in the form of Bank Guarantee/ irrevocable Letter of Credit as per format enclosed in the Bidding Document. BCPL shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of Bank Guarantee or Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic. However, in case of Bank Guarantee/Letter of Credit from banks other than the Nationalised Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee / Letter of Credit 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 16.0 of ITB.

17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.

17.5 Unsuccessful bidder's bid security will be discharged/returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.

17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-42 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-43.

17.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Purchase Order in accordance with ITB Clause-42 or

ii) to furnish Performance Guarantee in accordance with ITB Clause-43

iii) to accept correction of errors pursuant to ITB Clause-32.0

c) If the Bidder changes the proposed manufacturer after submission of his bid.

17.8 Bid Security should be in favour of Brahmaputra Cracker & Polymer Limited and addressed to BCPL, Lepetkata, Dibrugarh, Assam. Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee or Letter of Credit shall be in the form provided in the Bidding Document.

17.9 For Domestic Bidders : Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the items they intend to quote against the BCPL tender and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

18 Pre-Bid meeting

18.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

18.2 The bidder is requested to submit their queries /clarifications in the **Format F8** of **SECTION II** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

18.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

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

19 Formats and Signing of Bid

19.1 The bidder shall prepare one original of the document comprising the bid as per clause 10.0 of ITB marked "original". In addition, the bidder shall submit two copies of the bid clearly marked "copies". In the event of any discrepancy between the original and the copies, the original will govern.

19.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must

be typed or printed 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.

19.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

20 Zero Deviation

20.1 Bidders to note that this is a **zero deviation tender**. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC-Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. Bids with any deviation to the bid conditions shall be liable for rejection.

21 E-Payment

Not Applicable

22 Agent/ consultant/Representative/Retainer/ Associate

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

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

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.

(iii) Any payment which the Agent/ Consultant/ Representative/Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.

(iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.

(v) Permanent income tax account number of foreign supplier.

(vi) All services to be rendered by the Agent/ Consultant/Representative / Retainer/Associate.

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

22.3 Overseas bidder should send their bids directly and not through Agent/Consultant /Representative / Retainer /Associate will not be recognized. Agent/ Consultant/ Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such as Agent/ Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to BCPL in advanced for scrutiny and acceptance or otherwise.

D. SUBMISSION OF BIDS

23 Sealing And Marking of Bids

23.1 Bid shall be submitted in the following manner in separate sealed envelopes duly superscribed as below:

Part I - Techno-commercial/ unpriced Bid & Original Bid Security

Part II - Priced Bid

23.2 Techno Commercial Un-priced Bid: (Part I) Original Bid of Techno commercial Un-priced Bid & bid security shall be sealed in one separate envelope super scribing “Techno-Commercial Un-Priced Bid for **“ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm)”** as “Original”. One copy of Techno-Commercial unpriced Bid shall be sealed in separate envelopes super scribing **“ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm)”** “Copy”. Both the envelopes (1 original + 1 copy) shall be sealed in one separate envelope super scribing “Techno-Commercial Un-Priced Bid for ANNUAL RATE CONTRACT FOR SUPPLY OF HSD” containing One Original + copies” pasted with appropriate cut-Out slip provided in the bid document.

23.3 Price Bid : (Part II) Original Price Bid and one copy shall be sealed in separate envelopes super scribing “Price Bid for **“ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm)”** “Original” or “Copy” as the case may be. Both the envelopes (one original + one copy) shall be sealed in separate envelope super scribing “Price Bid for **“ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm)”** (One Original + One Copy)” “Not to Open along with Techno-Commercial Unpriced Bid” pasted with appropriate Cut-Out slip provided in the bid document. These envelopes shall be further sealed as detailed hereunder.

23.5 All two envelopes containing Techno-Commercial un-priced Bids, bid security, Price Bids shall further be sealed in one outer envelope super scribing “Bid for “**ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS OF (50cm X 75cm)**” duly pasted with appropriate cut-Out slip provided in the bid document, Bidding Document Number and shall be addressed to DGM (C&P) at address mentioned below.

23.6 Bids must be received at the following Address:

Office of the Dy. General Manager (C&P)

Brahmaputra Cracker & Polymer Limited,

Central Ware House, C&P Department

P.O. – Barbaruah

Lepetkata, Dibrugarh-786006, Assam

23.7 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

23.8 If the outer envelope is not sealed and marked as above, the PURCHASER will assume no responsibility for the misplacement or premature opening of the bid. Also Bidder shall ensure that the envelopes used are strong enough to with stand the weight and enroute handling by Postal department/ Courier Services.

24 Deadline for Submission of Bid

24.1 Bids must be received by the Purchaser at the address specified in Clause 23.6 above not later than the date and time specified in the IFB.

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

25 Late Bids

25.1 Any bid received by the PURCHASER after the deadline for submission of bid prescribed under IFB shall be rejected and returned unopened to the bidder.

26 Modifications and Withdrawal of Bids

26.1 The bidder may modify or withdraw his bid after the bid’s submission, but before the due date of submission provided that the written notice of the modification, including substitution or withdrawal of the bid is received by the PURCHASER prior to the deadline prescribed for submission of bids.

26.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of ITB Clause-23, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

26.3 No bid shall be modified after the deadline for submission of bids.

26.3 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 shall result in the bidder's forfeiture of his bid security.

E. OPENING AND EVALUATION OF BIDS

27 Bid Opening

27.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

27.1.1 The Purchaser will open bids (Part-I) including withdrawals and modifications made pursuant to Clause 26.0 of ITB, in the presence of bidders' designated representatives who choose to attend, at date, time as stipulated in IFB. The bidder's representatives who are present shall submit the authorization letter & sign bid-opening register evidencing their attendance.

27.1.2 Envelopes marked "withdrawal" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 26.0 of ITB shall not be opened.

Subsequently, all envelopes marked "Modifications" shall be opened and submissions therein read out in appropriate details. Thereafter all other bids received by due date and time will be opened.

27.1.3 The bidder's names, bid modifications and withdrawals, the presence (or absence) and amount of bid security and any other such details as the Purchaser may consider appropriate will be announced by the Purchaser.

28 Process to be Confidential

28.1 Information relating to the examination, clarifications, evaluation and comparison of bids and recommendations for the order, shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

29 Contacting the Purchaser

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

29.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

30 Preliminary Examinations of Bids

30.1 Techno-Commercial Bid Evaluation

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

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

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

30.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

30.1.4 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

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

(a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.

(b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.

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

31 Price-Bid Opening

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

31.2 The PURCHASER will open price bids of all bidders notified to attend price bid opening, in the presence of authorized bidders' representatives.

The bidders' representatives, who are present, shall sign bid-opening register evidencing their attendance.

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

32 Arithmetic Corrections

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

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) 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.

(c) 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.

(d) 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.

33 Conversion to Single Currency

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

34 Evaluations and Comparison of Bids

34.1 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 30.

34.2 Bid Evaluation and Comparison Criteria:

The evaluation of all the responsive bid for supplies to be arrived at the lowest evaluated offer as under :

(A) Domestic Bidders :

The evaluated price of domestic bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, taxes and duties including customs duties, if any, on components and raw materials but excluding Inland Transportation to PURCHASER'S site)
- ii) Excise duty on the finished goods.
- iii) Sales Tax on the finished goods (With/Without form 'C' for CST/ With/Without concessional form for LST).
- iv) Domestic price preference, if any, in accordance with ITB Clause-35.

35 Domestic Preferences –NOT APPLICABLE

35.1 The supplies of materials and equipment by Domestic bidders are eligible, as per Government directives to following preference:

EXTENT OF DOMESTIC VALUE ADDED	EXTENT OF PRICE PREFERENCE
Less than 30%	NIL
30% and more	Domestic preference shall be limited to Off-set Central Sales Tax to the extent of 4% or whichever is lower plus Octroi at actuals

35.2 The domestic value addition shall be calculated with the following formula:

% Value Addition =

$$\frac{\{\text{Ex-works price (excluding Customs Duty, Excise duty, Sales Tax)} - \text{CIF value of imports}\} \times 100}{\text{Ex-works price (excluding Customs duty, Excise duty, Sales Tax)}}$$

Ex-works price (excluding Customs duty, Excise duty, Sales Tax).

In above formula the Customs duty shall be considered as applicable on imported raw materials/components and Excise duty & Sales Tax shall be considered on finished goods.

35.3 Once quoted the extent of Domestic Value addition shall remain unaltered. Bidder shall submit Chartered Accountant certificate in original, confirming that Domestic value addition is more than or equal to 30% as above for availing Domestic preference.

36 Purchase Preference

36.1 Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue, if applicable.

F. AWARD OF CONTRACT

37 Post Qualification

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

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

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

38 Award Criteria

38.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

39 PURCHASER's Right to Vary Quantities at Time of Award

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

40 PURCHASER's Right To Accept Any Bid and to reject any or All Bids

40.1 PURCHASER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the

affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.

41 Notification of Award / Fax of Intent

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

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

41.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-43, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

42 Acceptance of Purchase Order

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

43 Performance Guarantee

43.1 8% of order value of Individual release order in addition to retention of EMD for contract period.

44 Income Tax Liability

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

45 Corrupt or Fraudulent Practices

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

a) defines, for the purposes of this provision, the terms set forth below as follows :

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

46 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, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

47.0 ORDER OF PRECEDENCE:

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

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

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address

if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order

Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

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

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

1-11 Whether Supplier / Manufacturer _____

Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____ (Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL

Lepetkata, Dibrugarh, Assam (India)

Phone: +91 373 2914609

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Goods and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. _

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

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Central Warehouse Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

(SEAL AND SIGNATURE OF BIDDER

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

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 “Central Warehouse Building”,
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

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:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

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

Place:

Yours faithfully,

Date:

(Signature of Authorized Signatory of Bidder)

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.

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
“Central Warehouse Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

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

Place:	(Signature of Authorized Signatory of Bidder)
Date:	Name:
	Designation:
	Seal:

CERTIFICATE

To,
Brahmaputra Cracker & Polymer Ltd.
“Central Warehouse Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Reference Tender No.:

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of ANNUAL RATE CONTRACT FOR SUPPLY OF HSD the following certificate shall be automatically enforceable:

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

Seal and Signature of Bidder

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91 373 291461

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER :

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To:

Brahmaputra Cracker & Polymer Ltd.
 “Main Fire Station Building”, NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

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 Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the 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.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
 "MAIN FIRE STATION BUILDING" LEPETKATA,
 NH-37, P.O. LEPETKATA, DIBRUGARH,
 ASSAM, PIN – 786 006

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ----- day of -----200----- at -----

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date : _____

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Telefax Number	:	_____
(iv) Contact Person	:	_____
(v) E-mail Address	:	_____

- B) Details of Contact person:

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Fax Number	:	_____
(iv) Contact Parson	:	_____
(v) E-mail Address	:	_____

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

Real Time Gross Settlement (RTGS) FOR VENDORS MAINTAINING ACCOUNT IS IN SBI

(To be issued of vendors letter head)

I. Vendor/customer Name:

2. Vendor/customer Code:

3. Vendor /Customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account

a) Name of Bank

b) Name of branch

c) Branch code:

d) Address:

e) Telephone number:

f) Type of account (current/saving etc.)

g) Account Number:

h) RTGS IFSC code of the bank branch

i) NEFT JFSC code of the bank branch

j) 9 digit MICR code

I/We hereby authorize Brahmaputra Cracker Polymer Limited to release any amount due to me/us in the bank account as mentioned above.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the BCPL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date:

(Signature of authorized officer of bank)

SECTION -III

General Conditions of Contract-Goods (GCC-Goods)

General Conditions of Contract-GOODS

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1 Definition

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

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

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

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

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

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

1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2010 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.

1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.

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

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

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

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

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

1.13 PURCHASER/ OWNER/BCPL shall mean Brahmaputra Cracker & Polymer Ltd. having its registered office at Hotel Brahmaputra Ashok, M.G.Road , Guwahati-781001, Assam. The term PURCHASER includes successors, assigns of BCPL

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

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors. Quantities – Bills of quantities Designate the quantity calculations to be taken into account when these calculations are made from detailed or Signature and Seal of Bidder

construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

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

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

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

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

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

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

1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

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

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

1.24 **Consignee: C&P In-charge, Brahmaputra Cracker and Polymer Limited, Central Ware House Building, Lepetkata, Dibrugarh, Pin 786006.** Any expenditure and /or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.

2 Seller To Inform

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

3 Application

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

4 Country of Origin

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

5 Scope of Contract

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

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

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

5.4 The SELLER shall furnish 2 (two) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

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

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government

or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

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

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

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

6 Standards

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

7 Instructions, Direction & Correspondence

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

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading/LR, etc.

8 Contract Obligations

8.1 Once a contract is confirmed and signed, the terms and conditions contained therein

shall take precedence over the Seller's bid and all previous correspondence.

9 Modification In Contract

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

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

10 Use of Contract Documents & Information

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

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

11 Patent Rights, Liability & Compliance of Regulations

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

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

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

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

12 Contract cum Performance Bank Guarantee (CPBG)

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 8% of the order value of individual release order in addition to retention of EMD for the entire contract period. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 06 months from the date of expiration of the Seller's entire obligations, under the contract.

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

13 Inspection, Testing & Expediting

13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor

freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14 Time Schedule

Time Schedule Network/Bar Chart Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS. The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw aterials, manufacturing, testing, delivery, erection and commissioning. PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation. Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress. Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered Signature and Seal of Bidder reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part (if applicable),.

15 Delivery & Documents

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made :

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

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

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

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

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER. 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

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

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

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

16 Transit Risk Insurance

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Insurance Requirements: Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by BCPL.

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

17. Transportation

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

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

18 Incidental Services

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

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

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

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

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

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

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

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

19 Spare Parts and Maintenance Tools

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

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided That his option shall not relieve the Seller of any warrantee obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

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

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

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

20 Guarantee

20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the use for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of shipment (for each lot) whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees. PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish Signature and Seal of Bidder and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair. In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

21 Terms of Payment

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

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

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

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

22 Prices

22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

23 Subletting & Assignment

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any

such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24 Time As Essence of Contract

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

25 Delays In The Seller's Performance

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

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be Signature and Seal of Bidder liable without limitation for the hire charges; or
- ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

26 Price Reduction Schedule For Delayed Delivery

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

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 1/2% (Half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (Five percent) of the total contract price.

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

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee (if applicable). Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement

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

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

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

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

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

28 Termination of Contract

28.1 Termination for Default

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

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

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

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

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

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

28.2 Termination for Insolvency

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

28.3 Termination for Convenience Signature and Seal of Bidder

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

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

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

29 Force Majeure

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightning or other natural physical disaster.

d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

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

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

30.3 Legal Construction

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

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in- Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The PURCHASER (BCPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator. In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER

shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties. The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India). Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996. The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Seller shall be withheld on account of such proceedings. Signature and Seal of Bidder

30.5 BCPL has framed the conciliation rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and conciliation act 1986 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on BCPL's web site www.bcplonline.co.in for reference. Unless otherwise specified the matters where decision of the Engineer-in- Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules 2010.

30.6 Any disputes(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules.

30.7 In case of any disputes(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a disputes(s) / difference(s) / issue(s) between / amongst the Parties and the such a Party wishes to refer the disputes(s)/difference(s)/issue(s) Conciliation such invitation for Conciliation shall contain sufficient information as to the disputes(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the disputes(s)/difference(s)/issue(s), the amount of monetary claim, if any, and cause(s) of action.

30.8 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceeding.

30.9 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in

the invitation. He/she may elect to treat this as a rejection of the invitation to conciliation. If he/she so elect, he/she shall inform the other Party(ies) accordingly.

30.10 Where invitation for Conciliation has been furnished, the parties shall attempt to settle such disputes(s) amicably under part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Disputes Resolution Mechanism that the parties hereto shall go for Arbitration. For the purpose of this clause. The option of 'Conciliation' shall be deemed to have been exhausted even in case of rejection of 'Conciliation' by any of the Parties.

30.11 The cost of Conciliation proceeding including but not limited to fees for Conciliation(s), Airfare, Local Transport, Accommodation, Cost towards conference facility etc. shall be borne by the parties equally.

30.12 The Parties shall freeze claim(s) of interest, if any and shall not claim the same during the pendency of Conciliation proceeding. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date Settlement Agreement. Signature and Seal of Bidder

31 Governing Language

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

32 Notices

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

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

33 Taxes & Duties

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

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

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

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

34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

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

36 General

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

36.2 Losses due to non-compliance of Instructions

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

36.3 Recovery of sums due

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

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

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER

against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

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

36.6 Paragraph heading

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

37 Import License

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

38 Enterprise's information with respect to MSME Development Act, 2012

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority: "We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2012." **(Please strike off whichever status is not applicable).** Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as enterprises which have filed a memorandum with the authority specified by the respective State Government. If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following: Signature and Seal of Bidder "We are a supplier within the definition of section 2 (n) of the MSMED Act _____(Yes/ No)."

If the response to the above is 'Yes', the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government."

39 FALL CLAUSE

(i) The price charged for the materials supplied under the contract / supply order by the contractor / supplier shall in no event exceed the lowest price at which the supplier /contractor or his agent / principal / dealer, as the case may, sells the materials or offers to sell materials of identical description to any persons / organizations including the purchaser or any department of the central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case maybe, during the currency of the contract / supply order.

(ii) If at any time, during the said period, the contractor /supplier or his agent / principal / dealer, as the case may be, reduces the sale price, sells or offers to sell such materials or any persons / organisations including the purchaser or any department of Central Government, or State Government, as the case may be, at a price lower than the price chargeable under the contract / supply order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this supply order and the price payable under the supply order / contract for the materials supplied

after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- (a)** Exports by the contractor / supplier; or
- (b)** Sale of goods as original equipment at prices lower than the prices charged for normal replacement.
- (c)** Sale of goods such as drugs which have expiry dates.

(iii) The contractor / supplier shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this supply order /contract:

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

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

40 Publicity & Advertising

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

41 Repeat Order

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

42 Limitation of Liability

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

VOLUME – II OF II
SECTION - IV
SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

(PART-I)

Price Evaluation:

Evaluation of bids shall be done on item wise L-1 (lowest-price) bidder basis.

Note:

- a) Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/document 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 withholding of payment etc.
- c) In case this issue of submission of false document comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL & GAIL debarring them from future business with GAIL & BCPL.

General Information:

Consignee address:

BRAHMAPUTRA CRACKER & POLYMER LIMITED,
CENTRAL WARE HOUSE,
P.O. – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

Forms C-Form for concessional rate of CST/ Sales Tax will not be given by Purchaser.

Inspection At site by BCPL

Transit Insurance Shall be arranged by supplier.

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.

Price Reduction Schedule for delayed delivery:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½% (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine preestimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller. The date of GR/LR shall be considered as date of delivery. In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value.

AHR Items:

"In items rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) Items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I) Rates as per SOR, quoted by the Contractor.

II) Rate of the item, which shall be derived as follows:

a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses."

Tender Document:

All pages of the bid to be signed and sealed by authorized person of the bidder.

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

SPECIAL CONDITIONS OF CONTRACT (SCC) (PART-II)

SUB: ANNUAL RATE CONTRACT FOR LAMINATION OF POSTERS (50cm X 75cm) AT M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA, DIBRUGARH, ASSAM

CONTRACT PERIOD:

The contract for supply of material shall be valid for a period of **one year** i.e. 12 months from the date of award of purchase order,

REPEAT ORDER:

50% of the ordered quantity may be reordered on the same rates, terms and conditions of contract during the delivery period including any extension thereof or within six months from the date of original supply order, whichever is later.

TERMINATION OF CONTRACT

BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days' Notice to the Agency.

TRANSPORTATION:

Refer Scope of Work.

PAYMENT TERMS:

100% payment shall be released within 30 days from the date of receipt and acceptance of material at site against order.

PERFORMANCE BANK GUARANTEE :

The bidder shall submit a "performance bank guarantee" for successful and trouble free operation of all the systems for a period of one year from the date of handing over of the system to BCPL. Please refer Clause 41 of ITB.

PRICE REDUCTION SCHEDULE:

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

Clause nos. 26.2 & 26.3 of General Conditions of Contract-Goods shall also apply.

SECTION – V

SCOPE OF WORK

SCOPE OF WORK

The scope of work is the following:

1. Lamination of Posters made of Art Paper of size 50 cm X 75 cm as per the requirement of Engineer – in – Charge. Posters shall be supplied by Brahmaputra Cracker and Polymer Limited.:
2. Lamination of posters on laminated boards as per the scope of work shall be done as per the requirement. Vendor shall collect posters from Engineer-in-Charge at site of Brahmaputra Cracker and Polymer Limited, Lepetkata, within seven (07) days of receipt of intimation.

Total required quantity - 450

Rate should be valid for a period of 01 year from the date of order.

3. Lamination and framing shall be done on / waterproof, termite proof Lamination board of minimum 6 mm thickness. The board shall be supported on wooden frame of one square inch. Material for lamination is in the scope of vendor. Material for lamination is in the scope of vendor. Minimum quality of lamination shall be as per the sample kept at the office.
4. Posters shall be covered by good quality transparent plastic sheet which shall not deteriorate easily.
5. Boards shall have hanging arrangement. Posters shall be supplied by Brahmaputra Cracker and Polymer Limited.
6. Chemical lamination shall be done to protect the posters from damage by moisture, abrasion, harmful ultraviolet rays, rain water.
7. Poster to be collected from the Engineer-in-Charge at Brahmaputra Cracker and Polymer Limited, Lepetkata within maximum 07 days from intimation. Transportation, delivery is in the scope of vendor.
8. Each lot to be returned to the Engineer-in-Charge at Brahmaputra Cracker and Polymer Limited, Lepetkata within thirty (30) days from collection of poster.
9. Posters to be pasted and laminated without any mutilation, knick, crease or fold as per the sample kept.
10. Lamination of posters on laminated board with covering / lamination to be carried out as per minimum quality of the sample board at Brahmaputra Cracker and Polymer Limited, Lepetkata.

JOB INFORMATION:-

- Before quoting the rates, contractor has to acquaint with the work and has become fully conversant with the nature and quantum of the job to be carried out by him. Ignorance of this will not be considered after award of work. The contractor will be responsible to complete the entire job in all respects.
- For any clarification and on the assessment of the job, bidder if desired may visit site working hour on any working days before submitting the tenders.
- Initially the job / work for Lamination of posters on laminated boards as per the scope of work shall be allotted for 12 months, which can be increased or decreased as per the situation / requirements.

FACILITIES AT CONTRACTOR:-

- Considering the hazardous nature of the job, it is felt that the contractor shall carry out the jobs from the equipped workshop, having adequate facilities to carry out the job. The personnel carrying out the job must have proper qualification and sufficient experience.
- If at any point of time BRAHMAPUTRA CRACKER AND POLYMER LIMITED feels that the persons deputed / facilities available are not competent for the job, the same will have to be replaced by suitable persons by contractor with immediate effect. Decision of EIC will be binding on the contractor in this case.

CONTRACTOR'S SCOPE:

- Collection of posters from the site of Brahmaputra Cracker and Polymer Limited, Lepetkata as per the requirement / instruction of Engineer – in – Charge.
- Lamination of poster as per above description under scope of work.
- Returning poster after lamination to the Engineer – in – Charge at Brahmaputra Cracker and Polymer Limited, Lepetkata within the stipulated time as per the scope of work.
- Display of poster as per the instruction of Engineer-in-Charge.
- Providing approval of the facilities if applicable.
- Provide all tools and tackles for display of poster. The supplier has to arrange approved type drilling, welding as required for display of the posters, at the cost of the supplier.
- For display of poster at height, proper Permit to work system for height job to be obtained from Brahmaputra Cracker and Polymer Limited, Lepetkata. Necessary arrangement to be made for working at height like scaffolding, ladder, platform, Safety Belt etc. to be arranged by the supplied at the cost of the supplier.

SECTION – VI

**BRIEF SUMMARY OF AGREED TERMS
AND CONDITIONS**

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Following shall be duly filled in and should be returned by the bidder along with each copy of Unpriced part of Bud/offer. Clauses confirmed hereunder should not be repeated in the Bid. ALL THE COMMERCIAL TERMS & CONDITIONS SHOULD BE INDICATED IN THIS FORMAT ONLY.

Sl. No	Description	Bidder's Confirmation
1	Bidder's details	
a	Name	
b	Full Address	
c	Tel No	
d	Fax No.	
e	Email	
f	Name & designation of the person signing the bid	
2	In case the bidder is not manufacturer:	
a)	Name	
b)	Full Address	
c)	Tel No.	
d)	Fax No.	
e)	Email	
f)	Name & designation of the person signing the bid	
3	Indicate Country of origin of offered GOODS	
4	Indicate dispatch point (Place of dispatch)	
5	Bid Security details:	
A	Name & Address of issuing Bank	
B	Security No. & Date	
C	Value	
D	Validity {Should be valid for six (6) months from bid due date}	
E	Details of issuing bank	
I	Name	
ii	Full Address	
iii.	Tel No	
Iv	Fax No.	
V	Email	
Vi	Name & designation of the contact person	
6	Validity of Bid {Should be valid for Three (3) months from bid due date}	
7	Please confirm that the scope of work is complete as per tender requirement	
8	Delivery Period Confirm your acceptance of Delivery period as per requirement Specified in bid Document in 'Time Schedule' on FOT Project Site Basis, to be reckoned from date of Fax of Intent (FOI).	

9	Currency of Offer	
A	Please indicate the currency in which the offer is submitted	
B	Please confirm that currency once quoted shall not be permitted change	
c	Confirm that all correspondence will be in English language only	
10	Price	
a	Ensure and confirm that unit prices Quoted in 'Price Schedule' (i.e. Schedule of Rates) on FOR Site Basis	
b	Please confirm that price quoted are as per 'Price Format' given in tender document without any change	
c	Confirm that the tender document is carefully studied & understood and quoted prices are as per requirement of tender document	
d	Confirm quoted prices will remain firm and fixed till complete execution of the order	
11	Confirm that Freight Charges are Included	
12	Quoted Prices are inclusive of Central or local sales tax (CST/LST) and all other applicable taxes for Dibrugarh (Assam).	
A	CST with Concession Form	
B	CST without concessional Form	
C	Local Sales tax (in case supplies are made from originating state) without concessional form	
13	Taxes & Duties	
	All taxes, duties, levies, License fee, etc., incurred until delivery of the contracted goods, shall be borne and paid by the bidder. The statutory variation in taxes & duties (payable on finished product) if any, within the contractual delivery period shall be to the Owner account	
14	Excise Duty	
A	Indicate present rate of terminal excise duty (ED) applicable on the supplies and as quoted in price schedule. In case, Bid Document calls for Spares, (Mandatory/2 years) where, generally more than one rate of ED are applicable then such rates a considered in offer are to be indicated in the itemized Spare parts list.	
B	If there is any variation in excise Duty at the time of supplies for any reason, other than statutory, including turnover, confirm the same will be borne by bidder	
C	If excise duty is presently not applicable, confirm whether the same will be borne by bidder in case it becomes leviable later.	
d	In case (b) or (c) is not acceptable, advise maximum rate of excise duty chargeable. (same shall be considered by Owner for price evaluation & comparison).	
15	Price Reduction Schedule:	
a	Confirm acceptance of Price Reduction Schedule (PRS) a per GCC.	
b	Confirm in case of delay in delivery beyond CDD, any new or additional taxes and duties imposed after contractual delivery shall be to Bidder's account.	
16	Confirm acceptance of relevant Terms of Payment as specified in	

	the Bid Document. It is confirmed that payment Terms & Conditions indicated elsewhere including any Printed Terms & Conditions shall not be considered by Owner.	
17	Advance Payment	
	Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder	
18	Guarantee / Warrantee/ Support Confirm that the GOODS shall be guaranteed against defective materials / workmanship etc. as per SCC of Bid Document.	
20	Performance Guarantee Confirm that Contract-cum-Equipment-Performance Bank Guarantee (CPBG) for 8% of order value of individual release order in addition to retention of EMD for the entire contract period shall be furnished as per provision of bid document, valid for 3 months beyond the expiry of Guarantee/Warranty period as per terms of Bid Document.	
21	Inspection	
A	Confirm acceptance to inspection requirement as per Bid Document	
b	As inspection & certification of all goods may also be conducted by OWNER. Confirm there shall be no extra charges, since all personal & incidental expenses of Owner's Inspectors shall be borne by the Owner	
22	Quantity Variation	
	PURCHASE reserves the right at the time of award of ORDER to increase or decrease the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASE and the Seller.	
23	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
24	Site Work	
A	Confirm acceptance of Terms & Conditions for Site work as contained in the Bid Documents	
b	Confirm acceptance of 'Terms & Conditions for Supervision' as Contained in Bid Document	
24	Confirm that all documents, as per ITB 'Documents comprising after by Bidder', have been enclosed.	
25	Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
26	Declaration by Bidder	
a	Confirm unconditional acceptance <i>in toto</i> of the terms & conditions contained in the bid document in two volumes – I & II.	
B	Confirmed that all the terms & conditions have been indicated in this format (including annexure, if any) and have not been	

	repeated in the bid elsewhere. It is noted and confirmed that Terms & Conditions indicated elsewhere including any Printed Terms & Conditions, shall not be considered by Owner	
c	Confirm that any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the bidder is a private company in which any Director of Owner is a member or Director	
d	Confirm that you have not been put on holiday by BCPL or black listed by any Government Department/ Public Sector If you have been black listed / put on holiday then fact must be clearly stated.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places in his offer the confirmation furnished at above shall be considered over-riding and final.

SECTION – VII
PRICE SCHEDULE /
SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES FOR SUPPLY PART (SOR)-DO NOT QUOTE

Sl. No	PRODUCT DESCRIPTION	QTY	UNIT RATE(Rs.)		EXISE DUTY In %	VAT / CST In %	AMOUNT (In Rs.)
			FIGURE	WORDS			
01.	Lamination of posters of size 50cm X 75cm made of art paper. Lamination & framing to be done on wooden / waterproof, termite proof plywood board / wood-board of minimum 6mm thick & wooden frame of one sq. inch. Posters shall be covered by good quality transparent plastic sheet which shall not deteriorate easily. Boards should have hanging arrangement. Posters should be supplied by BCPL. (Chemical lamination to be done to protect it from damage by moisture, abrasion, harmful UV rays of sun or other light source & rain. This laminating also helps to prevents kinks & creases in prints, posters in use.)	450	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
GRAND TOTAL (in Rs.)							DO NOT QUOTE

NOTE –

- (1) TAXES & DUTIES SHOULD BE MENTIONED AS PER SOR ABOVE OR ELSE WILL BE CONSIDERED AS INCLUSIVE.
- (2) DELIVERY – F.O.R. AT BCPL, DIBRUGARH.
- (3) THE QUOTED RATES SHOULD BE INCLUSIVE OF PACKING & FORWARDING CHARGES, FREIGHT CHARGES & TRANSIT INSURANCE.
- (4) **EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT** will be done as per the criteria mentioned in the RFQ.

SIGNATURE OF THE BIDDER

PART – II

SCHEDULE OF RATES FOR SUPPLY PART (SOR)- QUOTE

Sl. No	PRODUCT DESCRIPTION	QTY	UNIT RATE(Rs.)		EXISE DUTY In %	VAT / CST In %	AMOUNT (In Rs.)
			FIGURE	WORDS			
01.	Lamination of posters of size 50cm X 75cm made of art paper. Lamination & framing to be done on wooden / waterproof, termite proof plywood board / wood-board of minimum 6mm thick & wooden frame of one sq. inch. Posters shall be covered by good quality transparent plastic sheet which shall not deteriorate easily. Boards should have hanging arrangement. Posters should be supplied by BCPL. (Chemical lamination to be done to protect it from damage by moisture, abrasion, harmful UV rays of sun or other light source & rain. This laminating also helps to prevents kinks & creases in prints, posters in use.)	450					
GRAND TOTAL (in Rs.)							

NOTE –

- (5) TAXES & DUTIES SHOULD BE MENTIONED AS PER SOR ABOVE OR ELSE WILL BE CONSIDERED AS INCLUSIVE.
- (6) DELIVRY – F.O.R. AT BCPL, DIBRUGARH.
- (7) THE QUOTED RATES SHOULD BE INCLUSIVE OF PACKING & FORWARDING CHARGES, FREIGHT CHARGES & TRANSIT INSURANCE.
- (8) **EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT** will be done as per the criteria mentioned in the RFQ.

SIGNATURE OF THE BIDDER

*****END*****