



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

BIDDING DOCUMENT NO.: **BCPL/DIB/C&P/2015/S/507/MD**

ITEM - SUPPLY OF **390 MT SULFURIC ACID -98%** FOR ECU AT BCPL
LEPETKATA
FOR ETHYLENE CRACKER UNIT, BCPL

PROCUREMENT UNDER LIMITED DOMESTIC COMPETITIVE
BIDDING

PREPARED AND ISSUED BY

OFFICE OF THE DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM

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Bid Document No. : BCPL/DIB/C&P/2015/S/507/MD (PART - I)

Item : SUPPLY OF SULFURIC ACID -98%

Due Date& Time : Upto 1500 Hrs. (IST) on 12.04.2016

From : **To :**

	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, Dibrugarh-786006, ASSAM
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(To be pasted on PART I)

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Bid Document No. : BCPL/DIB/C&P/2015/S/507/MD (PART - II)

Item : SUPPLY OF SULFURIC ACID -98%

Due Date & Time : Upto 1500 Hrs. (IST) on 12.04.2016

From : **To :**

	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
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(To be pasted on PART II)

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Bid Document No. : BCPL/DIB/C&P/2015/S/507/MD (MAIN ENVELOPE)

Item : SUPPLY OF SULFURIC ACID -98%

Due Date& Time : Upto 1500 Hrs. (IST) on 12.04.2016

From : **To :**

	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, Dibrugarh-786006, ASSAM
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(To be pasted on MAIN ENVELOPE)

SECTION I

INVITATION FOR BID (IFB)



BRAHMAPUTRA CRACKER & POLYMER LIMITED
(A Govt. of India Undertaking)

NOTICE INVITING TENDER
(LIMITED DOMESTIC COMPETITIVE BIDDING)

BCPL invited bids from eligible bidders for SUPPLY OF **SULFURIC ACID -98%** FOR BCPL'S PETRO-CHEMICAL PLANT AT LEPETKATA, DISTT. DIBRUGARH (ASSAM)

SL. NO.	BID DOCUMENT NO.	ITEM & QTY.	IFB AND BID DOCUMENT AVAILABLE ON WEBSITE FROM	DATE OF PRE BID MEETING	LAST DATE & TIME FOR SUBMISSION OF BID
1	BCPL/DIB/C&P/2015/S/507/MD	SULFURIC ACID -98% Qty: 390 MT	19.03.2016	29.03.2016 at 1500 Hours (IST) at BCPL, DIBRUGARH	12.04.2016 at 1500 Hours (IST)

For further details, please visit our website (<http://www.gailtenders.in/>), Tender website (<http://www.bcplonline.co.in/>) and CPP Portal <http://eprocure.gov.in/cppp/>.

For any queries, bidders may contact:

OFFICE OF THE DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING, C&P DEPARTMENT
PO – BARBARUAH
LEPETKATA, DIBRUGARH-786006, ASSAM
mjduarah@bcplindia.co.in

INVITATION FOR BIDS (IFB) LIMITED DOMESTIC COMPETITIVE BIDDING FOR SUPPLY OF 390 MT SULFURIC ACID -98% FOR ECU AT BCPL, LEPETKATA, DIBRUGARH.

M/s BCPL (A Govt. of India Undertaking) invites bids through Limited Domestic Competitive Bidding basis for supply of 390 MT **SULFURIC ACID -98%** for BCPL's Petro-Chemical Plant at Lepetkata, Distt. DIBRUGARH- ASSAM under single stage two envelopes system from competent suppliers meeting the Bidder's Evaluation Criteria as detailed herein.

1.0 SALIENT FEATURES OF BID DOCUMENT

1.2.1	Type of Enquiry	LIMITED DOMESTIC COMPETITIVE BIDDING
1.2.2	Bid Document No	BCPL/DIB/C&P/2015/S/507/MD (To be referred in all future correspondence)
1.2.3	Delivery schedule / Contract period	Refer 'Special Conditions of Contract', Section III of tender
1.2.4	Bid Document available on website	From 19.03.2016 up to 1430 hrs. on 12.04.2016
1.2.5	Pre-Bid Meeting	At 1500 hrs. (IST) on 29.03.2016
1.2.6	Venue for Pre-Bid Meeting & Opening of Un-Priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED ADMINISTRATIVE BUILDING, C&P DEPARTMENT PO – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.7	Last date and time for submission of bid	Up to 1430 hrs.(IST) on 12.04.2016
1.2.8	Date and time of opening of Un-priced Bids at BCPL office.	At 1500 hrs. (IST) on 12.04.2016 (If the particular day is declared a holiday at BCPL-DIBRUGARH, the un-priced bids shall be opened on the next working day)
1.2.9	Bid Document Fee	NOT APPLICABLE
1.2.10	Earnest Money Deposit / Bid Security (Refundable)	Rs. 1,10,000/-(Rupees One Lakh Ten Thousand only)
1.2.11	Contact Person	Mr. M J DUARAH, Dy. Manager (C&P) E-mail: mjduarah@bcplindaia.co.in

Bidders shall submit their bids i.e. **UN-PRICED Bid** & Priced bid as per the Formats, Bidders are requested to down load the same and quote their prices strictly as per the format without altering the content of it.

EMD*: Rs. 1,10,000/- (THROUGH DD/BG IN FAVOUR OF M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT DIBRUGARH). *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 GURANTEE TOWARDS EMD IS ENCLOSED WITH TENDER.

The bid will be submitted in two parts as follows:

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

Bid should contain all technical & commercial details

PART - II - PRICE BID

Price bid containing the priced Schedule of Rates enclosed in the tender.

Both the envelopes (Part - I & Part - II) are to be sealed in an envelope, super scribed with tender no. due date & description of supply of goods.

Offer received through e-mail / Fax / Telex shall not be considered for evaluation.

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

2.0 SCOPE OF SUPPLY

Refer SECTION III.

3.0 BID EVALUATION CRITERIA :

TECHNICAL:

- (1) Bidder should be a manufacturer of **SULFURIC ACID-98%** or Authorized Distributor/Dealer of the manufacturer. In case bidder is a Manufacturer, bidder to submit copy of company registration certificate/any other document evidencing status of Manufacturer of **SULFURIC ACID-98%**. In case bidder is an Authorized Dealer/Distributor, bidder shall submit copy of authorization certificate issued directly by the manufacturer valid as on final due date of technical bid opening, along with the bid.
- (2) In addition to above criteria, the bidder must have supplied **minimum 195 MT** of **SULFURIC ACID-98%** against one single contract/order in any of the preceding SEVEN years prior to final due date of bid submission. Bidder is

required to submit copy of one Purchase Order and proof of it's execution (proof of execution may included any one of execution certificate issued from purchaser/Invoice & proof of it's payment/inspection note etc.) clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.

Bidders to note that a job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for subsidiary/ fellow subsidiary/ holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by statutory auditor of the bidder) towards payment of statutory tax in support of the job executed for subsidiary/ fellow subsidiary/ holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

DOCUMENTATION:

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

FINANCIAL BEC: Not required

Bid Evaluation Methodology:

The Quoted prices of all the techno commercially acceptable bidders which are including packing & forwarding, loading charges, taxes & duties ,transit insurance & freight up to respective sites, as per Schedule Of Rate in Bid Document.

The bidder shall submit documentary evidence in support of meeting the BEC. All supporting documents submitted by bidder as evidence of meeting BEC shall be duly **certified /attested by Chartered Engineer and Notary Public with legible stamp**. In absence of requisite documents including certified copies wherever asked for, BCPL reserves the right to consider the bid as non-responsive and shall be liable for rejection.

4.0 EMD/BID SECURITY

Rs. 1,10,000/- (RUPEES ONE LAKH TEN THOUSAND ONLY).

5.0 PRE-BID MEETING

- 5.1 Pre-bid Meeting shall be held at BCPL-ADMINISTRATIVE BUILDING. Bidders or their authorized representatives are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bid Document and Scope of supply can be addressed during the meeting. While attending the pre-bid meeting, the representative should carry Authority Letter duly signed by the authorized person, as per format enclosed.
- 5.2 The bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach BCPL at least four days before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.
- 5.3 Non attendance of the pre-bid meeting shall not be a cause of disqualification of the bidder.

6.0 GENERAL

- 6.1 No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- 6.2 Bidder can download the Bid Document from BCPL's website <http://www.bcplonline.co.in/>, GAIL's website <http://www.gailtenders.in/> & CPP Portal <http://eprocure.gov.in/cppp/>.

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

- 6.3 Tender fee: **NOT APPLICABLE**

- 6.4
 - a) The firms registered with NSIC (under its single point registration scheme) will be exempted from the bid document fee provided they are registered for the items they intend to quote. The Government Department / PSUs will also be exempted from the payment of bid document fee. However, Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are PSU and are eligible for getting bid documents free of cost.
 - b) Public Sector Undertakings and firm registered with NSIC are exempted from furnishing Bid Security, provided the firms are registered for the items, they intend to quote and subject to their enclosing with their bid a copy of latest and current registration certificate.

c) Small Scale Industries registered with the NSIC under its single point registration scheme shall be exempted from submission of bid security subject to their enclosing with their bid a copy of latest and current registration certificate.

- 6.5 Bid document is non-transferable.
- 6.6 BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- 6.7 BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.
- 6.8 BCPL will follow purchase preference policy as per guidelines of Government of India in vogue.
- 6.11 **ZERO DEVIATION BIDS:** This is Zero Deviation bidding process. Bidder to ensure compliance of all provisions of the bidding document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.
- 6.12 Bidder should not be under liquidation, court receivership or similar proceedings.
- 6.13 Bidder should not be black listed with any PSU and should not be on holiday list of GAIL / BCPL and its PMC (i.e. EIL, Mecon, Tractebel and JP Kenny).
- 6.14 Bids sent through Fax/ E-mail/ Courier/ Computer floppy/CD/Pen Drive shall not be accepted.
- 6.15 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Yours faithfully,
For and on behalf of BCPL

(M J DUARAH)
Dy. Manager (C&P)

SECTION II

**INSTRUCTIONS TO
BIDDERS (ITB)**

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. SCOPE OF BID:

- 1.1 The Purchaser as defined in the General Conditions of Contract-Goods, hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described in Tender Document (Refer Technical Specifications and Scope of Supply and Price Schedule of Tender).
- 1.2 The successful bidder will be expected to complete the Scope of supply within the delivery period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tender/offer”, “bidding / tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 If not covered in BEC, the bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.
- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The bidder is not put on holiday by BCPL or black listed by any PMCs of BCPL/Government Department/ Public Sector including BCPL.

3. ONE BID PER BIDDER:

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

4. BID EVALUATION CRITERIA:

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

5. **COST OF BIDDING:**

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

B. **BIDDING DOCUMENTS**

6. **Content of Bidding Documents:**

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

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

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

7. **CLARIFICATION OF BIDDING DOCUMENTS:**

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

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

8. **AMENDMENT OF BIDDING DOCUMENTS:**

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

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

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

C. PREPARATION OF BIDS

9. LANGUAGE OF BID:

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

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

10. DOCUMENTS COMPRISING THE BIDS:

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

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

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

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Tender Fee (Not applicable in this Tender)
- (C) Original EMD / Bid Security (Not applicable in this Tender)
- (D) Documents against BEC (Refer Appendix -1 to IFB)
- (E) Power of attorney (as per clause no.-2.1, Annexure-II, ITB)
- (F) Format of AGREED TERMS & CONDITIONS duly filled-in (Form F 12 A/B)
- (G) All other applicable Forms/formats duly filled-up in all respects (viz. F1,F2,F3, F4, F5, F6(A&B), F7, F8, F10(A&B), F11, F12(A&B), F13, F14, F16 of Section-V of Tender Document)
- (H) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes) duly signed and stamped towards proof of submission of prices as per price schedule in "Price Bid (Part-II)" of Bid.
- (I) Technical specification sheet duly filled all desired information & signed
- (J) All technical and commercial details other than the rate/price
- (K) Complete Tender Document signed
- (L) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued

PART-II: PRICE BID [PRICE SCHEDULE]

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

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

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

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

EARNEST MONEY DEPOSIT [EMD] (To be enclosed along with un priced bid)

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

11. BID FORM & PRICE SCHEDULE:

11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section (VII) & (VIII) of Bidding Document, indicating the required information for all the goods to be supplied, a brief description of the goods, their country of origin and quantity.

12. BID PRICES:

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

12.2 Indian Bidders shall indicate the following separately (as per Price Schedule, Part-II)

- A) Ex-works Price including packing and forwarding charges (such rate/price must include all costs as well as duties and taxes paid or payable on components & raw materials incorporated or to be incorporated in the goods and any other associated cost/charge applicable during currency of contract for which provision(s) are not made in price schedule format).
- B) Excise Duty & Sales Tax (rates with concessional form/Form-C) which will be payable on the finished goods, if this contract is awarded. Cenvat Invoice to be submitted by Supplier for the said amount.
- C) The bidders shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import in applicable currency considered and included in bid price. Purchaser will not issue/provide any Essentiality certificate for imports.
- D) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL's account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL. Further, any statutory variation in the rate of customs duty within contractual delivery period, on the actual CIF value of import content, but subject to maximum of such duty payable on quoted CIF value, under Cl. 12.1 (A) shall also be to BCPL's account. In case of

delay in delivery, any increase in the rate of customs duty beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

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

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

12.3 **Foreign Bidders** shall submit prices separately for the following (as per Price Schedule – Part-II).

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

12.4 The bidder's break-up of price components in accordance with above sub-clauses will be solely for the purpose of facilitating the comparison of bids and will not in any way, limit the PURCHASER's right to contract on different terms. In the event of foreign bidder emerging as successful bidder, **the Order may be placed on FOB basis. However, Purchaser reserves the right to convert the Purchase Order from FOB basis to CFR basis within 45 days from the date of release of Purchase Order. Bidder is, therefore, required to keep CFR basis prices valid for 45 days beyond the date of Purchase Order.**

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

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

13. BID CURRENCIES:

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

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

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

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

14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

14.1 Bid Evaluation Criteria (As per IFB)

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

14.2 Bidders Eligibility Criteria

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

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

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;
- c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

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

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

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

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

15. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:

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

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

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

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

16. PERIOD OF VALIDITY OF BIDS:

- 16.1 The bid shall remain valid for acceptance for Four **(4) months** from the final bid due date. PURCHASER shall reject a bid valid for a shorter period being non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PURCHASER may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax / post/ e-mail). A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB Clause 17.0 in all respects.

17. EMD / BID SECURITY (TO BE ENCLOSED ALONG WITH THE UN-PRICED BID)

- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker and Polymer Limited, payable at State Bank of India, Lepetkata Dibrugarh (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The Bid Security submitted through BG/Letter of Credit shall be valid for two (02) months beyond the validity of the Bid as specified in Clause 16 of ITB.

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-39 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-40.
- 17.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-39 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-40.0
 - iii) to accept correction of errors pursuant to ITB Clause-29.0
- c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
- d) If bidder is involved in fraudulent practice, submitted forged document or falls/wrong & incorrect information in the tender.

17.8 Bid Security should be in favour of BCPL and addressed to BCPL. Bid Security must indicate the **Bid Document number and the Subject of Tender** for which the bidder is quoting. This is essential to have proper co-relations' at a later date. The Bid Security in the form of Bank Guarantee shall be in strictly the format provided in the Bidding Document, failing which bid shall be rejected at any stage.

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

18. PRE-BID MEETING:

- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam)** India on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

19. AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE:

- 19.1 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.
- 19.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and

extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to BCPL. Such remuneration/commission will be paid by BCPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of BCPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

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

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

- 19.3 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

- 20. SEALING AND MARKING OF BIDS:** Please refer IFB.

21. DEADLINE FOR SUBMISSION OF BID:

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

22. MODIFICATION AND WITHDRAWAL OF BIDS:

- 22.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.
- 22.2 No bid can be modified after the deadline for submission of bids.

E. OPENING AND EVALUATION OF BIDS

23. BID OPENING:

23.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

The Purchaser will open bids including withdrawals and modifications made pursuant to Clause 26 of ITB), at date, time as stipulated in IFB.

24. PROCESS TO BE CONFIDENTIAL:

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

25. CONTACTING THE PURCHASER

25.1 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.

26. PRELIMINARY EXAMINATION OF BIDS:

26.1 Techno-Commercial Bid Evaluation

26.1.1 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.

26.1.2 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.

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

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

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

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

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

27. PRICED BID OPENING:

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

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

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

28. ARITHMETIC CORRECTIONS:

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

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

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

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

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

29. CONVERSION TO SINGLE CURRENCY:

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

30. EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

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

32. Purchase Preference:

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

F. AWARD OF CONTRACT

33. POST QUALIFICATION:

33.1 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.

- 33.2 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.
- 33.3 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.
- 34. AWARD CRITERIA:**
- 34.1 Subject to ITB Clause 27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 35. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**
- PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.
- 36. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
- PURCHASER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.
- 37. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:**
- 37.1 Prior to the expiration of period of bid validity the PURCHASER will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent/ Fax of Acceptance will constitute the formation of the Contract.
- 37.2 Delivery shall be counted from the date of notification of award / Fax of Intent/ Fax of Acceptance.
- 37.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-40, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.
- 38. ACCEPTANCE OF PURCHASE ORDER:**
- PURCHASER will issue the Purchase Order to the successful bidder(s), who, within 15 days of receipt of the same, shall sign all pages and return the acceptance copy to the PURCHASER.
- 39. PERFORMANCE GUARANTEE:**
- 39.1 Within 15 days of the receipt of the notification of award / Fax of Intent/ Fax of Acceptance from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The amount towards performance guarantee shall be in the currency of the Contract.
- 39.2 The performance guarantee shall be for an amount indicated in "Technical Specifications & Scope of Work" of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs

100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).

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

40. INCOME TAX LIABILITY:

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

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

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement”.

- ❖ Please provide excise chapter ID for the material offered, Excise Registration No. and region

41. PERFORMANCE RATING & EVALUATION:

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

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

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

42. CORRUPT OR FRAUDULENT PRACTICES:

42.1 Definitions:

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

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or

with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

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

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

43. Performance Rating & Evaluation:

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

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

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

Very good
Good
Fair
Poor

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

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

F-15

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE

40 Marks

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

1.2 QUALITY PERFORMANCE

40 Marks

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

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

1.3 RELIABILITY OF PERFORMANCE

20 Marks

A.FOR SUPPLIES:

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

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

GENERAL CONDITIONS OF CONTRACT (GCC)

(Attached as annexure)

FORMS AND FORMATS

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
 ITEM: **SULFURIC ACID -98%**

F-1
BIDDER'S GENERAL INFORMATION

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: **SULFURIC ACID -98%**

F-2
BID FORM

To

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

Dear Sir,

After examining/reviewing the Bidding Documents for SUPPLY OF SULFURIC ACID -98% we, the undersigned, are pleased to bid to execute the order in conformity with, the said Bidding Documents, including all Corrigendum and Addenda.

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

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

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

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

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

Place:
Date:

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

Duly authorized to sign bid
for and on behalf of _____

(SIGNATURE OF WITNESS)
WITNESS NAME:
ADDRESS:

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: **SULFURIC ACID -98%**

**F-3A
TECHNICAL BEC**

CRITERIA	BIDDER'S RESPONSE	SUPPORTING PAGE OF THE BID DOCUMENT
Bidder should be a manufacturer of SULFURIC ACID -98% or Authorized Distributor/Dealer of the manufacturer. In case bidder is a Manufacturer, bidder to submit copy of company registration certificate/any other document evidencing status of Manufacturer of SULFURIC ACID -98%. In case bidder is an Authorized Dealer/Distributor, bidder shall submit copy authorization certificate issued <u>directly</u> by the manufacturer valid as on final due date of technical bid opening, along with the bid.		
A) whether bidder is manufacturer		
B) if manufacturer, whether bidder has submitted ISO certificate / excise registration / any other document issued by third party, showing that bidder manufactures SULFURIC ACID-98% .		
C) whether bidder is authorized dealer of a manufacturer		
D) if authorized dealer, the name of their principals		
E) if authorized dealer, whether bidder has submitted valid authorized dealership certificate issued by their principals in their name		
Address of the company		
In addition to above criteria, the bidder must have supplied minimum 195 MT of SULFURIC ACID-98% against one single contract/order in any of the preceding SEVEN years prior to final due date of bid submission. Bidder is required to submit copy of one Purchase Order and proof of it's execution (proof of execution may included any one of execution certificate issued from purchaser/Invoice & proof of it's payment/inspection note etc.) clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC		
A) copy of purchase order for supply of minimum 195 MT SULFURIC ACID -98% submitted		
B) Proof of execution like completion certificate, inspection note, any other document clearly mentioning the order qty., supplied qty. And date of completion of order		

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-4
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be stamped in accordance with the Stamp Act)

Ref.-----

Bank Guarantee No.-----

Date-----

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

Dear Sir (s),

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

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

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

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

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this
-----day of -----2014 ----- at -----

WITNESS :
(SIGNATURE)
(NAME)
(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per

Power of Attorney No.

Date : _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: **SULFURIC ACID -98%**

F-5
LETTER OF AUTHORITY

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

No.

Date:

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

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: **SULFURIC ACID -98%**

F-6
NO DEVIATION CONFIRMATION

To,

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

Dear Sir,

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

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD

ITEM: **SULFURIC ACID -98%**

F-7
CERTIFICATE

To,

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

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents, a Fax of Acceptance / Purchase Order is issued to us for supply of SULFURIC ACID -98% , the following certificate shall be automatically enforceable:

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

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: **SULFURIC ACID -98%**

F-8

**DETAILS OF ORDERS OF SULFURIC ACID -98% ALREADY EXECUTED IN THE
LAST 7 YEARS**

P.O. NO. & DATE	FULL POSTAL ADDRESS AND PHONE NO. OF CLIENT & NAME OF PERSON ISSUING THE ORDER	ORDER QTY.	VALUE OF ORDER (INCLUDI NG TAXES, DUTIES AND FREIGHT) [RS]	DATE OF COMPLE TION OF ORDER	QTY. OF SULFURIC ACID -98% SUPPLIED

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-9
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

Dear Sirs,

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of ` . ----- (Rupees -----) from us in manner aforesaid will not be affected

or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up-to-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s-----
- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

_____ Bank

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

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-10

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

To,

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

Dear Sir,

The contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. against tender no..... dtd..... for (name of the job) have not been modified or altered by M/s(name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s (name of the bidder) at any stage, shall be liable for rejection.

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-11

UNDERTAKING THAT ALL DOCUMENTS SUBMITTED WITH BID ARE TRUE AND GENUINE

To,

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

Dear Sir,

This is to certify that all documents submitted by M/s (name & address of the bidder) against Tender No. BCPL/DIB/C&P/2015/S/507/MD, for supply of SULFURIC ACID -98% are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s (name & address of the bidder) shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws”..

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-12 CHECK LIST

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

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

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

	of this enquiry.	
12	Acceptance of Price Reduction Schedule (PRS) clause as defined in SECTION III of tender.	
13	Bidder confirms acceptance to Guarantee / Warranty clause as mentioned in the Special Conditions of Contract (refer SECTION-III of tender).	
14	Confirmation that Security Deposit/Contract cum Performance Bank Guarantee for 10% of total order value valid for 3 months beyond the expiry of contractual Guarantee /Warranty period shall be submitted within 15 days of receipt of order.	
15	Confirm whether REPEAT ORDER CLAUSE as per tender is acceptable (refer SECTION VI of tender)	
16	Confirmation that the quoted prices shall remain FIRM AND FIXED till completion of supplies	
17	Please indicate dispatch point.	
18	Bidder confirms acceptance of technical specifications and scope of supply as enumerated in tender document.	
19	Confirm acceptance to part order , i.e. BCPL can place order for lower quantity than tendered quantity.	
20	Whether bidder will be able to supply exactly total quantity of material (as per lot size mentioned in special conditions of contract) of tender, depending upon the standard packing size/container size. If no, what will be the qty (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	
21	All terms and conditions of SCC (Special Conditions of Contract) placed at Section III of tender are acceptable to bidder.	
22	All terms and conditions of GCC (General Condition of Contract) placed at of tender are acceptable to bidder.	
23	MSDS (Material Safety Data sheet) has been submitted with bid.	
24	All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the SELLER.	

25	CONTACT DETAILS: Name of Person, Designation, Phone no., Mobile no. & E-mail Id.	
----	--	--

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

BIDDING DOCUMENT NO.: **BCPL/DIB/C&P/2015/S/507/MD**
ITEM: **SULFURIC ACID -98%**

F-13

AGREED TERMS & CONDITIONS

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AGREED TERMS & CONDITIONS

Vendor Name: M/s

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person : _____ E-mail _____

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

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1.	Specify Despatch Point	
2.	a) Confirm that firm freight charges upto BCPL site(s) have been quoted in price bid.	
4.	Taxes & Duties: a) Quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document. b) However, any new taxes & duties, if imposed	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
	by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining it's applicability w.r.t the contract.	
5.	Excise Duty: a. Tarrif sub heading no. b. Present rate of Excise Duty included on finished products (including spares). c. Any variations in ED at the time of supplies for any reasons including variation due to turn-over shall be borne by the seller. Only statutory variations shall be borne by Purchaser. d. In case (c) above is not acceptable, indicate max. rate applicable.	
6.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4	a. Clarify whether Excise Duty will be applicable on freight charges also. b. In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. Only statutory variations, if any, in the present rate	

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

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
11.	Repeat Order: Confirm acceptance of repeat order within 6 (six) months as per GCC on same rates, terms and	
12.	Performance Bank Guarantee: a. Confirm goods to be supplied by you shall be guaranteed for performance as per the General Conditions of Contract, Instructions to Bidders (ITB), Special Condition of Contract, and valid till full guarantee period plus 90 (ninety) days. b. i) The Performance Bank Guarantee shall be strictly as per enclosed proforma and shall be from any Indian Scheduled Bank or branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign Bank. ii) However, if Performance Bank Guarantee are furnished other than the Nationalized Indian Bank, the banks where BGs are furnished, must be Commercial Bank having net worth in excess of Rs. 100 crores and any declaration to this effect will be furnished by such Commercial Bank either in the bank guarantee itself or separately on a letter head.	
13.	Testing and Inspection charges: Quoted prices are inclusive of all testing and inspection charges as per tender	
14.	VALIDITY: Confirm that the offer shall be valid upto 120 days from the bid due date/extended due date.	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
15. a) b)	Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical corrigendum, if any, without any deviation. Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Invitation for Bid (IFB) iii) Instructions to Bidders (ITB) and Addendum to ITB for e-tendering	
16.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private company in which any director of Owner is a member or Director.	
17.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	
18. 18.1 18.2 a. b.	Please confirm your offer contains the following: <u>UNPRICED OFFER</u> Deviation sheet, if any. <u>PRICED OFFER</u> a. Price Schedule. b. Statement that all specification and terms & conditions are as per unpriced copy of offer.	
19.	Bidder confirms acceptance of Force Majeure clause, Arbitration/Resolution of Disputes clause and Applicable laws as specified in "GCC (Goods)", refer Section IIIA of tender	

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
20.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	
21.	Firm & Fixed prices: Bidder confirms that the basic Ex-works rate and freight charges quoted by them shall remain FIRM & FIXED till contract	
22.	Only statutory variation (if any), in the present rate of taxes and duties, <u>upto the contractual delivery period</u> shall be to BCPL's account (subject to documentary evidence to be furnished by the vendor). However, for any increase in taxes and duties, even if statutory, <u>beyond the contractual delivery period</u> , the same shall be borne by BCPL. However, if there is a decrease in the rates during this period, the benefit shall be passed on to BCPL. Bidder to confirm.	
23.	Bidder accepts PAYMENT TERMS as per tender (refer Section IIIB of tender document)	
24.	Bidder accepts DELIVERY SCHEDULE & CONTRACT PERIOD as per tender (refer Section IIIB of tender document)	
25.	Bidder accepts Guarantee clause as per defined in Section III of tender	
26.	Bidder confirms that freight charges up to LEPETKATA has been quoted separately and the freight charges are inclusive of all levies, etc. including service tax	
27.	Bidder agrees to submit the dispatch documents as listed at of Section III of tender	
28.	Whether bidder falls under MSMED Act (Micro Small Medium Enterprises) Act.	Yes / No

Place:
Date:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: **SULFURIC ACID -98%**

**F-14
DECLARATION**

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

We also confirm that we have not been banned or delisted by any Government or Quasi Government agencies of PSU. Further, we confirm that we have not been put on Holiday list of BCPL/GAIL or its PMC (i.e. M/s EIL, Mecon, Tractebel & J P Kenny).

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

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

Note:

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

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-15

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

..... (C&P)

.....

E-mail:

Fax :

**Sub. BIDDING DOCUMENT NO. BCPL/DIB/C&P/2015/S/507/MD
FOR SUPPLY OF SULFURIC ACID -98%**

Dear Sir,

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

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

Postal Address with Pin Code:

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal / Stamp :

We are unable to bid for the reasons given below:

Reasons for non- submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-16
POWER OF ATTORNEY
(to be submitted on the letter-head of company)

Tender No.: _____

Item Description: _____

Name of Bidder: _____

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)
E-mail id:
Digital token no. used for uploading the bid:

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD
ITEM: SULFURIC ACID -98%

F-17

DISCLAIMER

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

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

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

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

(SEAL AND SIGNATURE OF BIDDER)

F-18

PUBLIC PROCUREMENT POLICY (PPP), 2012

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

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

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

- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITION OF CONTRACT (SCC)

FOR PROCUREMENT OF 390 MT SULFURIC ACID (98%)

1.0 GENERAL INFORMATION:

- 1.1 The “Special Conditions of Contract [SCC]” shall be read in conjunction with the “General conditions of contract [GCC]” , “Schedule of Rates [SOR]”, “Scope of Work/Supply” and any other document forming part of the contract, wherever context so requires.
- 1.2 Notwithstanding, the sub-divisions of the documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it maybe practicable to do so.
- 1.3 Where any portion of the “GCC” is repugnant to or at variance with any provisions of the “SCC”, unless a different intention appears the provisions of the “SCC” shall be deemed to override the provisions of “GCC”, and shall to the extent of such repugnancy or variations, prevails. In case of any contradictions, the decision of the “Engineer-In-Charge “[EIC]” will be final and binding of the contractor.

2.0 DURATION OF CONTRACT/DELIVERY SCHEDULE:

- 2.1 The duration of the rate contract shall be “**One [01] year**” from the date of issue of “Letter of intent [LOI]”, or as may be mentioned therein. The rates quoted should remain firm during the currency of the contract.
- 2.2 In case full contract quantity is not executed within Contract period, in such situation Contract period can be extended for a period of 03 (THREE) months at same rate, terms and conditions at the sole discretion of BCPL.

3.0 DELIVERY SCHEDULE:

- 3.1 The delivery shall be done on staggered and as & when required basis. The material should be reached at site **within 02 weeks from the date of intimation** after placement of order from BCPL. However such intimation shall be given within a period of one year as per requirement. The quantity mentioned is indicative only and the actual quantity may vary as per the requirement.
- 3.2 The material shall be supplied in Road Tankers (suitable for storage & transportation of Sulfuric Acid (98%) of capacity **20 MT/ 25 MT** each as per intimation by BCPL
- 3.3 Quantity Tolerance: Tolerance of **± 05%** is acceptable.
- 3.4 In case of short fall in supplied quantity against the indicative quantity or due to non-performance, the quantity may be allocated to alternate vendors (if applicable),at the

sole discretion of BCPL. Further, in case of unsatisfactory performance in execution of order, BCPL may take other penal measures available in contract.

- 3.5 In case any consignment is rejected by BCPL, it is the duty of the supplier to replace the same within **Five days** so that the plant at BCPL does not suffer.
- 3.6 Date of reporting of Tanker at BCPL, Lepetkata will be considered as Date of delivery.
- 3.7 Material 98%±2% concentration will be acceptable after adjusting the quantity to 98% only if lower than the required concentration of 98%. Material below 96% will not be acceptable.

4.0 GUARANTEE/WARRANTEE:

- 4.1 All goods or material shall be supplied strictly in accordance with the technical specifications stated in the tender/order. The material supplied through tankers shall be unloaded in BCPL's bulk storage tank. Hence, material should be guaranteed against defective materials/ workmanship till it is unloaded at BCPL's tank.
- 4.2 Confirmation that the GOODS shall be guaranteed against non-conforming specifications/quality for a period of 12 months from the date of dispatch of the required quantity in each lot. If at any point of time, the material is not found suitable for use or is found to be of inferior quality, the material shall be taken back by the SELLER at his own cost and material replaced immediately.

5.0 WEIGHTS AND MEASUREMENTS:

All weights and measurements recorded by the Purchaser on receipt of goods at BCPL's site will be treated as final. Payment shall be made on actual quantity receipt at BCPL site basis.

6.0 DISPATCH DOCUMENTS:

- 1) Commercial Invoice (Original)
- 2) Excise invoice (if applicable) to be sent along with the truck.
- 3) Delivery Challan.
- 4) Original LR
- 5) Test Certificate/Analysis report
- 6) Warranty/ Guarantee Certificate

7.0 INSPECTION / CERTIFICATE OF ANALYSIS

Each supply (Lot) of material shall be accompanied by MSDS, Certificate of Analysis (COA) & Warranty/ Guarantee Certificate. COA should be in line with BCPL's required specification i.e. COA should contain analysis report of all the technical specifications. Supplier should submit manufacturer's test certificate along with each consignment, clearly indicating the relevant parameters on the letter head from the manufacturer with proper company seal.

8.0 PAYMENT TERMS:

100 % payment shall be made within 30 days after receipt and acceptance of material at BCPL's site.

9.0 CERTIFICATE OF ANALYSIS:

Material supplied shall be accompanied by Test Certificate/ Certificate of Analysis. Certificate of Analysis (COA) should be in line with BCPL's required specification.

10.0 SECURITY DEPOSIT-CUM-CPBG:

The successful bidder, within 15 days of the receipt of order/Letter of Intent, will be required to submit Security Deposit/Contract cum Performance Bank Guarantee for 10% of the total contract value (excluding taxes and duties) in the form of Bank Guarantee issued by any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. In case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 32 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

The validity of Contract cum Performance Bank Guarantee shall be for 90 days beyond guarantee/warranty period of the goods supplied.

11.0 PRICE REDUCTION SCHEDULE:

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.

The PRS shall be applicable on basic order value excluding taxes and duties but including freight.

12.0 REJECTION CRITERIA:

1. Non-Submission of EMD/Bid Security
2. Not meeting BEC of tender
3. Non-acceptance of Delivery schedule & Contract period as per tender
4. Non-acceptance of Guarantee clause
5. Non-acceptance of SD-cum-CPBG clause
6. Non-acceptance of PRS (Price reduction schedule) clause
7. Not quoting prices on 'F.O.T. Lepetkata' basis
8. Non-submission of FIRM & FIXED prices till completion of contract
9. Bid validity less than 120 days from the final due date of bid closing
10. Non-acceptance of Arbitration / Resolution of Dispute clause
11. Non-acceptance of Force Majeure clause

13.0 SUPPLY OF MATERIAL BY AUTHORIZED DEALERS/DISTRIBUTORS:

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply SULFURIC ACID -98% from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

14.0 FALL CLAUSE:

NOT APPLICABLE

SECTION – IV

**TECHNICAL
SPECIFICATION
OF
SULFURIC ACID -98%**

TECHNICAL SPECIFICATIONS:

Total Quantity: 390 MT

Specification :SULFURIC ACID (98%) (IS: 266-1993)

- | | |
|--|--------------------|
| • Total acidity (as H ₂ SO ₄), percent by mass- | Min.: 98.0 |
| • Residue on ignition, percent by mass- | Max.: 0.2 |
| • Iron (as Fe), percent by mass- | Max.: 0.05 |
| • Lead (as Pb), percent by mass- | Max.: 0.005 |
| • Arsenic (as As), percent by mass- | Max.: 0.004 |

SECTION – V
ITEM DESCRIPTION AND SCHEDULE

SL. NO.	ITEM DESCRIPTION	UNIT	QTY IN SINGLE LOT
1	Supply of SULFURIC ACID -98%	MT	390

TO BE FURNISHED BY BIDDER AGAINST EACH LOT:-

SL. NO.	ITEM DESCRIPTION	CONSIGNMENT DETAILS IN EACH LOT	ESTIMATED WEIGHT (IN MT)
1	Supply of SULFURIC ACID -98%		

TRADE NUMBER - _____ (if any)

CAS NO - _____ (if any)

SECTION – VI

PRICE SCHEDULE (NON-QUOTE SOR)

PRICE SCHEDULE (SOR)

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD

BID FOR SUPPLY OF 390 MT SULFURIC ACID -98% FOR ECU AT BCPL, LEPETKATA.

**QUOTED AMOUNT IN INR
QUANTITY IN MT**

SL. NO.	UOM	QTY. (IN MT)	UNIT RATE		EXISE DUTY IN %	CST (AGAINST FORM-C)/ VAT	FREIGHT	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL	TOTAL UNIT RATE PER MT ON FOT LEPETKATA	TOTAL AMOUNT = TOTAL UNIT RATE PER MT X QTY.
			IN FIG.	IN WORDS						
1	2	3	4	5	6	7	8	9	10	Column11=Column10 x Column 3
01.	SULFURIC ACID -98%	390	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE

Note:

NAME OF BIDDER: _____

PLACE: (SIGNATURE OF BIDDER & COMPANY SEAL)

DATE:

Tender for supply of **SULFURIC ACID -98%**
BCPL/DIB/C&P/2015/S/507/MD

PART – II

PRICE SCHEDULE (QUOTE SOR)

PRICE SCHEDULE (SOR)

BIDDING DOCUMENT NO.: BCPL/DIB/C&P/2015/S/507/MD

BID FOR SUPPLY OF 390 MT SULFURIC ACID -98% FOR ECU AT BCPL, LEPETKATA.

SL. NO.	UOM	QTY. (IN MT)	UNIT RATE		EXISE DUTY IN %	CST (AGAINST FORM-C)/ VAT	FREIGHT	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL	TOTAL UNIT RATE PER MT ON FOT LEPETKATA	TOTAL AMOUNT = TOTAL UNIT RATE PER MT X QTY.
			IN FIG.	IN WORDS						
1	2	3	4	5	6	7	8	9	10	Column11=Column10 x Column 3
01.	SULFURIC ACID -98%	390								