

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-
LEPETKATA ON SPOT TENDER BASIS”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

ADMINISTRATIVE BUILDING, PO: LEPETKATA
DISTT.: DIBRUGARH, ASSAM
PIN CODE: 786006
PHONE NO. 0373 2914636

ई-निविदा संख्या / e-TENDER NO:
BCPL/C&P/LE18S195MD/10001909

दिनांक / DATE- 17.07.2018

ई-निविदा दस्तावेज़ / TENDER DOCUMENT
FOR

**“PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR
LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT
TENDER BASIS.”**

Tender Submission Date & Time	:	Up to 27.07.2018 at 14:30 Hrs
Tender Opening Date & Time	:	28.07.2018 at 15:00 Hrs
Tender Fee		Not applicable.

EMD Amount	:	Not applicable
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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

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FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL’s/BCPL’s website: http://www.gailtenders.in ; CPP Portal; http://www.bcplonline.co.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard Copy of Bids are acceptable?	No, Bids shall be submitted only through e-tendering mode in the manner specified elsewhere in tender document.
3	Whether EMD/Tender fee are prerequisite for qualification of bidder in any tender?	Not applicable.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	EMD: Not applicable. (i) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes.
7	Whether Late bid can be considered ?	No.
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender ?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder’s Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder’s Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder’s Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Limited Tender basis.

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11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

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भाग – I
SECTION – I

बोली हेतु आमंत्रण (आईएफबी)
INVITATION FOR BIDS (IFB)

Tender Document No : BCPL/C&P/LE18S195MD/10001909
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SECTION-I

INVITATION FOR BID (IFB)

Ref No: BCPL/C&P/LE18S195MD/10001909

Date: 17.07.2018

To,

[PROSPECTIVE BIDDERS]

SUB: PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS

Dear Sir/Madam,

- 1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents
- 2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS					
(B)	TENDER NO. & DATE	BCPL/C&P/LE18S195MD/10001909 dated 17.07.2018					
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td>No</td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table>		SINGLE BID SYSTEM	No	TWO BID SYSTEM	Yes
SINGLE BID SYSTEM	No						
TWO BID SYSTEM	Yes						
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td>No</td></tr></table> E-TENDER NO:		E-TENDER	Yes	MANUAL	No
E-TENDER	Yes						
MANUAL	No						
(E)	CONTRACTUAL DELIVERY DATE	As per Special Conditions of Contract.					

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(F)	TENDER FEE (Inclusive of GST @18%)	<table><tr><td>APPLICABLE</td><td>No</td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No					
NOT APPLICABLE	Yes					
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table><tr><td>APPLICABLE</td><td>NO</td></tr><tr><td>NOT APPLICABLE</td><td>YES</td></tr></table> Amount:	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO					
NOT APPLICABLE	YES					
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 17.07.2018 to 27.07.2018 on following websites: NIC’s e-TENDER portal (CPPP): https://eprocure.gov.in/ Open International Competitive e-Bidding through e-tender (Under Two Bid System Basis) with uploading in: GAIL’s Website: https://www.gailtenders.in BCPL’s Website: https://www.bcpltenders.in Govt. Website: https://www.eprocure.gov.in				
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 23.07.2018 Time : 3.00 PM Venue : BRAHMAPUTRA CRACKER AND POLYMER LIMITED ADMINISTRATIVE BUILDING, PO: LEPETKATA, Dibrugarh-786006, Assam				
(J)	BID DUE DATE, &TIME	27.07.2018 , At 14.30 HRS				
(K)	DATE, & TIME OF UN-PRICED BID OPENING	28.07.2018 , At 15.00 HRS				
(L)	CONTACT DETAILS	Name : Sh. M.J.DUARAH Designation: Sr. Manager [C&P] Phone No. & Extn: +91-0373-2914637; Extn: 1381 e-mail : 'mjduarah@bcplindia.co.in'				

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

3.0 Bid must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.

- 4.0 The instant tender being invited through e-Tendering mode, the following documents in addition to uploading in the e-bid on NIC’s e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in the e-bid within the Due Date & Time of Bid Submission, to the address mentioned in Bid Data Sheet (BDS):-
- i) Demand Draft towards Tender Fee [MSE Registration certified by CA in case exemption of Tender Fee, for details, refer relevant clause of ITB]- **Not Applicable**
 - ii) EMD/Bid Security (if applicable) [MSE Registration certified by CA in case exemption of EMD, for details, refer relevant clause of ITB]- **Not applicable**
 - iii) Power of Attorney
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its Amendment(s) & Clarification(s), if any from websites [refer Clause No. 2.0 (H) above] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 The instant tender is E-Tender and hence bid must be submitted only on NIC e-TENDER portal (CPPP): <https://eprocure.gov.in/>. Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) and upload the same along with the bid in NIC e-portal shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Clause No. 2 of Instructions to Bidders.
- The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.

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- 11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.
- 12.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Brahmaputra Cracker & Polymer Limited

[M.J.DUARAH]
Sr. Manager [C&P]
Ph: +91-0373-2914637; Extn: 1381
E-mail: 'mjduarah@bcplindia.co.in'

भाग – II
SECTION – II

बोली मूल्यांकन मानदंड) बीईसी).
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA [BEC]

SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 Bidder should be a 'Overseas Manufacturer of Liquid Hydrocarbon' or 'Authorized Distributor/Dealer of Overseas Manufacturer of Liquid Hydrocarbon' or 'Authorized Importer/Trader of Liquid Hydrocarbon (Imported) for Petrochemical /Refineries /Fertilizer/Hydrocarbon/Chemical Process Plant/Any Other Reputed Organization'.

1.1.2 In addition to above criteria, the bidder must have 'Supplied or imported' for 'Petrochemical/Refineries/Fertilizer/Hydrocarbon/Chemical Process Plant/Any Other Reputed Organization' a minimum quantity of **750 MT** of Liquid Hydrocarbon (Imported) against one single contract/order to any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in previous Seven years prior to final due date of bid submission.

1.2 BEC- Financial: Not applicable

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be self-attested / authenticated with legible stamp]
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against Status of Bidder to comply 1.1.1	In case the bidder is a Overseas Manufacturer, must submit valid documentary evidence for being a manufacturer [i.e Annual Report/ISO Certificate or Equivalent Certificate]. In case the bidder is an authorized distributor / dealer/importer/trader, must submit copy of valid documentary evidence.

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be self-attested / authenticated with legible stamp]
2.	1.1.2	Experience to comply 1.1.2	Bidder must submit copy of a single Purchase Order(s)/Contract(s) and proof of POs/Contracts execution /completion [(i.e. execution/ completion certificate(s) issued from purchaser/end user/ authorized consultant /Invoice with proof of payment/Inspection note / Bill of Lading/Bill of Entry etc.) clearly having the reference no. of P.O/Contract, Item Description, Quantity executed and actual date of execution/completion, etc].

Note to above Bid Evaluation Criteria (point no. 1.0):

- (a) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for Subsidiary/Fellow Subsidiary/Holding Company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- (b) Bids of Joint Venture/Consortium are not acceptable.
- (c) **Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.**
- (d) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.**

1.4 Methodology for evaluation of Bids:

The evaluation of all the responsive techno-commercially qualified bids [both for Foreign (Overseas) & Indigenous (Indian) bidders] shall be made on CFR quoted price basis to arrive at the lowest evaluated offer as per SOR and SCC of tender document and award shall be done accordingly.

1.5 Submission of SD-cum-CPBG:

Within 30 days of the receipt of the notification of award/Letter of Intent from the PURCHASER, the successful bidder shall furnish CPBG equal to **1%** of the total order value as per the relevant clause & CPBG format mentioned in the tender document.

1.6 Pricing formula

Formula for Calculating Butene-1 Price			
Sr. No.	Description	Unit Price	Example
1	MOPS / MOPJ / MOPAG Naphtha monthly average price of previous month in \$/MT * (i.e. Average of all Naphtha quotes of the month prior to bill of Lading month).	\$/MT	A
2	Additional Premium to be quoted by Seller (B) in \$/MT (inclusive of sea freight).	\$/MT	B
3	Basic Price of Butene-1 for particular month in \$/MT # [Unit CFR Price of SOR]	\$/MT	A+B

* Example: MOPS / MOPJ / MOPAG Naphtha monthly average price from 1st June 2018 to 30th June, 2018 shall be considered for calculating the Butene-1 price of July, 2018.

Conversion of \$ to INR shall be average of RBI TT Selling Rate Example: from 1st June, 2018 to 30th June, 2018 for July, 2018.

Taxes and duties at actual.

MOPS: Mean of Platts Singapore.

MOPJ: Mean of Platts Japan

MOPAG: Mean of Platts Arab Gulf

1.7 PUBLIC PROCUREMENT POLICY: Not applicable as the sourcing is from Overseas.

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

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

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भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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

SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III

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

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "**Supplier/Seller**") shall complete delivery of Goods along with its incidental Services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.

2 ELIGIBLE BIDDERS

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

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the '**Contract / Purchase Order**'), the same has to be promptly informed to BCPL by the Bidder.

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

the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per Clause No. 39 of ITB.

2.3 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which this Tender Document forms a part of or
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.6 Power of Attorney:

- For Single Bidder:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BID FROM "CONSORTIUM"/"JOINT VENTURE –NOT APPLICABLE FOR THIS TENDER
(FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS))

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' against this Tender Document. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE:

6 SITE VISIT- Not applicable as the Butene-1 to be supplied on CFR basis to Pipavav Port, SEZ, Gujarat, India.

[B] – TENDER DOCUMENT

CONTENTS OF TENDER DOCUMENT

7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with the Clause No. 8 & 9 of ITB, ":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Formats
(to be read in conjunction with bidding data sheet (BDS))
- Section-IV : General Conditions of Contract – Goods [GCC]
- Section-V : Special Purchase Conditions/ Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications [TS], Drawing (wherever applicable), Scope of Work [SOW]
- Section-VII : Price Schedule/ Schedule of Rates

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The Tender Document 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on NIC's e-tender portal: <https://eprocure.gov.in>

8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on NIC's e-tender portal: <https://eprocure.gov.in/> and GAIL's/BCPL's website [<http://gailtenders.in>; www.bcplonline.co.in] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

- 10.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder is in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.
- 10.2 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.

11. DOCUMENTS COMPRISING THE BID

- 11.1 Bids are invited through e-tendering mode under Two Bid system basis.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://eprocure.gov.in/>. **Bids submitted manually shall be rejected, the bids must be submitted on E-tendering portal of NIC as follows:-**

NIC's e-tender portal: <https://eprocure.gov.in/>

The Bid prepared by the Bidder shall comprise the following components in 2 different folders:

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Tender Fee
- (C) Original EMD / Bid Security _Not applicable
- (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,F-17 of Section-IV 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

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

However, bidders must submit the original "Bid Security / EMD & tender fee, Power of Attorney and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

***The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-III for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.**

11.1.2 FOLDER-II: Price Bid

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

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iii) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv) 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.
- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 BID PRICES

12.1 Indian Bidders and Foreign Bidder:

12.1.1 Bidder shall indicate the FOB / CFR price up-to Pipavav Port, Gujarat (India) in the Price Schedule/SOR format. FOB prices shall be inclusive of all costs, insurance, taxes & duties up-to FOB port of shipment. CFR price to be quoted mandatorily as the evaluation shall be carried out on CFR price basis only.

12.2.3 Concessional rate of Custom Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- (iii) Any Customs Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 It shall be the endeavour of the Purchaser to arrange transit/marine insurance (refer BDS for details). For the purpose of arranging transit/marine insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company/Underwriter of the Purchaser and also copy of same to purchaser, giving complete details of dispatches along with Policy No. etc.

12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.5 The delivery basis of the goods is mentioned in BDS. Delivery terms shall be interpreted as per INCOTERMS®2010 or its latest version in case of order either on a foreign Bidder or Indian Bidder.

12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.9 Further, Indian Bidder/Foreign Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

13.0 TAXES & DUTIES -DELETED

14 BID CURRENCIES:

- 14.1 Both Foreign and Indian Bidders may submit bid in US\$ / EURO.
- 14.2 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

15 BID VALIDITY

- 15.1 Bid shall be kept valid for period specified in BDS from the final ‘Bid Due Date’. A Bid valid for a shorter period may be rejected by BCPL as ‘non-responsive’.
- 15.2 In exceptional circumstances, prior to expiry of the original ‘Bid Validity Period’, the Purchaser may request the Bidder to extend the ‘Period of Bid Validity’ for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his ‘Bid Security’. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its ‘Bid Security’ for the period of the extension and in accordance with “ITB: Clause-16” in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of ‘Demand Draft’ / ‘Banker’s Cheque’ [in favour of BCPL payable at place mentioned in BDS] or ‘Bank Guarantee’ or ‘Letter of Credit’ strictly as per the format given in form F 4/ F- 4A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of ‘Bank Guarantee’ or ‘Letter of Credit’ should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of ‘Demand Draft’ or ‘Banker’s Cheque’ should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

- 16.2 The EMD is required to protect BCPL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank in case of Indian bidder 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** [Rupees One Hundred Crores]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.

- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (i) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, **Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.**

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to BCPL in the format “F-18”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of NIC’s e-TENDER portal (CPPP): <https://eprocure.gov.in/> BCPL & GAIL and Govt. (in case of e-tendering) and not through the minutes of the Pre-Bid Meeting.

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

18 FORMAT AND SIGNING OF BID

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). BCPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query (ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

19.2 REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- i) Bid Validity lesser than specified period in tender
- ii) Non-acceptance of delivery period
- iii) Request for advance payment
- iv) Non-submission of Firm and Fixed Price (Based on formulae as per SCC)
- v) Non-submission of rate as per price schedule format (with all desired break-up i.e. FOB & CFR Rate for foreign Bidders and Indian Bidders)
- vi) Any deviation to scope of supply, specification etc.

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

20. MODE OF PAYMENT

DOMESTIC BIDDER:

BCPL has initiated payments electronically to Suppliers / Contractors electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form for receiving payment electronically.

FOREIGN BIDDER:

Through an Irrevocable Letter of Credit (L/C) as per payment schedule specified in SCC less Indian Agent's Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller's account.

Agency Commission (if applicable) will be paid by BCPL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by BCPL.

Alternatively, Payments to foreign bidder shall also be released through Cash against Documents (CAD) through bank.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID

21.1 **All documents to be digitally signed and to be uploaded in e-portal of NIC as detailed in addendum to ITB.** No Manual/ Hard Copy (Original) Bid shall be acceptable.

21.2 The Bid shall be addressed to the Purchaser at address specified in IFB.

21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

21.4 **AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**

21.4.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. 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.

21.4.2 In the event bidder is having 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) Name, address and 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. Bidder's quoted price shall be treated as inclusive of such commission/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.

21.4.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/ Consultant /Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download 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 downloading of bid 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 GAIL in advanced for scrutiny and acceptance or otherwise.

22 DEADLINE FOR SUBMISSION OF BID

- 22.1 In case of e-tender, the Bid must be uploaded NIC's e-TENDER portal (CPPP): <https://eprocure.gov.in/> not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.
- 22.2 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.

- 22.3 BCPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of BCPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of NIC e-TENDER portal (CPPP): <https://eprocure.gov.in/> and Govt. and BCPL/GAIL’s e-Portal (in case of e-tendering) and will be communicated to the prospective bidders.

23 LATE BID

- 23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.
23.2 In case of e-tender, e-tendering system of BCPL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.
23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF e-BID

- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.
24.2 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder’s forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
24.3 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION

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

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

26 BID OPENING

26.1 Unpriced Bid Opening:

BCPL will open bids, in the presence of Bidders’ designated representatives who choose to attend, at date, time and location stipulated in the BDS. The Bidders’ representatives, who are present shall sign a Bid Opening Register evidencing their attendance.

26.2 Priced Bid Opening:

- 26.2.1 BCPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders’ representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.
- 26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE PURCHASER

- 28.1 From the time of Bid opening to the time of placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser’s processing of Bid(s) including ‘Bid Evaluation’, ‘Bid Comparison’, or ‘Contract Award’ decisions may result in the rejection of the Bidder’s Bid and action shall be initiated as per the BCPL’s procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The purchaser’s determination of a bid’s responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the “Bid Evaluation Criteria” of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD;
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to “ITB: Clause-29.2”
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) “Deviation” is departure from the requirement specified in the Tender Documents.
 - b) “Reservation” is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.

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

- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser’s rights or the Bidder’s obligation under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30 CORRECTION OF ERRORS

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

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

30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the **Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.**

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

33 QUANTITY VARIATION

- 33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 PURCHASE PREFERENCE

Purchase preference to Central Government Public Sector Undertaking and Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) shall be allowed as per Government instructions in vogue, as applicable.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29.0", BCPL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the "Letter of Intent (LOI)". The Contract shall enter into force on the date of LOI and the same shall be binding on BCPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/LOI will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing LOI and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/LOI or as mentioned therein.
- 36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

37.0 DISPATCH SCHEDULE

37.1 INDAIN / FOREIGN BIDDER:

- 37.1.1 Seller shall forward the following details of goods/cargo (once dispatched) to the notified party as per Purchase Order:
- (i) Details of shipments (Invoice, COO, B/L, Packing List, Insurance Intimation) including ETA at destination port

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”

- (ii) Cargo details
- (iii) Detailed technical specification, MSDS, COA, Warranty Certificate
- (iv) Any other document/details, if mentioned in Purchase Order

37.1.2 It shall be responsibility of the seller to send intimation to Purchaser & Underwriter and Original Shipping Documents to Beneficiary Bank/BCPL/LC opening Bank (as per payment term mentioned in PO) immediately on dispatch of the material so that necessary arrangements can be made at Destination Port for clearance of consignment without delay to avoid demurrage, detention and other allied charges (if any), customs duty interest, etc. Delays on account of the same shall solely be attributable to the Supplier.

37.3 Cargo to be insured by BCPL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to Underwriter as well as the Carrier, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company/ Underwriter giving complete details of despatches along with Policy No. etc.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ LOI from BCPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) as mentioned in Section-II (BEC) of tender document. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of material. For the purpose of CPS, Contract/Order Value shall be exclusive of taxes and duties to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian Banks, the bank must be a commercial bank having net worth in excess of **Rs 100 Crores / or its equivalent in U.S. Dollars**) 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 three months beyond the Warranty/ Guarantee Period specified in Tender Document.

38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevision Policy document is available on BCPL’s website.

39.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL’s “Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices” (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Bidder /Supplier and the ‘Arbitration Clause’ mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE)
(applicable for Indian bidder)**

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

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

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

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

40.2 The MSE(s) 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 atleast 51% share in the unit

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

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

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

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

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

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

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

40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

41 PACKING, MARKING & SHIPPING INSTRUCTIONS

41.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper handling of cargo.

42.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.

42 VENDOR PERFORMANCE EVALUATION

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)

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

Accordingly, Supplier should mention their PAN in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN, they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Supplier shall be processed only after fulfilment of above requirement.

44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES

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

45 DISPUTE RESOLUTION

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

45.1 BCPL/GAIL has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules is made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the BCPL is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

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

- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s) /issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 46 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**
To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible
- 47 **REPEAT ORDER**

PURCHASER reserves the right, within 6 months of order to place repeat order up-to 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions. However, only quantity will be decided on Mutual Agreement basis but rest of the terms & conditions will be as per tender.
- 48 **PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS**

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by BCPL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-24A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by BCPL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.
- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by BCPL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by BCPL are attributable to such PE or not with reasons thereof
- (v) Non-resident’s complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same
- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to BCPL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to BCPL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, BCPL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by BCPL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

TAX INCIDENCE:

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by BCPL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .

If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-24B.

- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/consultant.

49. POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

NB: Following Statutory documents must also be submitted (in case of Foreign Bidder is awarded):

- a) No Permanent Establishment Certificate (in case Foreign Bidder does not have any permanent establishment in India)**
 - b) PAN of the supplier**
 - c) Tax Residency Certificate (TRC)**
 - d) FORM 10F.**
-

Annexure-I

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

A Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its 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)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier 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 CPBG/CPS submitted by Agency against such Order(s) /Contract(s) shall be forfeited.

(iii) After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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 Bidder/Supplier/Vendor/Contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).

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.

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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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.

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

C.3.3 after opening of price (Part-II), EMD submitted 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 Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process 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, GAIL when :-

- (i) Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) Corporate Vigilance Department, BCPL 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 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the Agency.

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

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

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

The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

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- 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 process:
 - D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
 - D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
 - D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL/GAIL 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 of BCPL. Such an appeal shall be preferred within one month from the date of receipt of banning order.
 - F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
 - F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
 - G. Wherever there is contradiction with respect to terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.
-

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1 FOR PROJECTS

i) Evaluation of performance of Vendors/Suppliers/Contractors/ Consultants in case of Projects shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a PRDS (Format at Annexure-1) for all Orders and Contracts.

- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

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

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

A) Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/Consultant should not be considered in ongoing tendering process/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG/CPS will not be forfeited and payment will be made as per provisions of concerned Contract. However, this would be without prejudice to other terms and conditions of the Contract.
- 6.3. Effect on other ongoing tendering process:
- 6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.
- 6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10. ERRANT BIDDER

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

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

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Annexure-I

Brahmaputra Cracker and Polymer Limited **PERFORMANCE RATING DATA SHEET [PRDS]** **(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

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1.3 RELIABILITY PERFORMANCE

20 Marks

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

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Annexure-2

Brahmaputra Cracker and Polymer Limited
PERFORMANCE RATING DATA SHEET [PRDS]
(FOR O&M)

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

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

Signature of
Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements	4 marks

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	or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)
(Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC)

1. General:

This section contains detailed instructions regarding bid submission procedure under BCPL's e-tender under NIC CPP Portal system. Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must go through the following in BCPL website in tender section:-

- 1) "Guideline for Bidder enrolment process to Participate in BCPL e-tender through CPP Portal of NIC".
- 2) "Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC.
- 3) "Bidder Manual Kit"

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://eprocure.gov.in/eprocure/app>).

2. About E-Tender Portal (Web):

BCPL's e-tender under NIC CPP Portal system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://eprocure.gov.in/cppp/> (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process:

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/Laptop with Windows OS, Internet Explorer:

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:

The Bidder must have a high speed internet connectivity (preferably Broadband) to access NIC Portal for downloading the Tender document and uploading/submitting the Bids.

3.3 A valid e-mail Id of the Organization/Firm:

Bidder must possess an e-mail ID, preferably of the Organization (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login ID. The e-mail ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-ID of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organization.

3.4 User ID and Password for new Bidder(s):

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user ID and password. Without user ID (Login ID) and password, bidders cannot participate in e-tender. There will be single login ID for a bidder/vendor code. To obtain User ID and Password Vendor/Bidder must visit <https://eprocure.gov.in/eprocure/app> site and perform the following steps:

- i) Click on Online bidder enrolment (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

Steps for creating user id & Password is available in file name “steps by steps guide for online Bidder enrolment process” in BCPL website.

3.5 Procedure for change of E-mail ID of the Bidder:

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://eprocure.gov.in/eprocure/app> → click Information about DSC.

Only Class 3b Digital Signature is acceptable where individual are using their digital signature on behalf of the organization and digital signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

(II) Why Digital Signature is required?

In order to bid for NIC e-tenders, bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below:**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

For foreign bidder please refer:- <https://eprocure.gov.in/eprocure/app> then click on download – where procedure for obtaining DSC for Foreign Bidders is given.

4. How to submit On-line Bids/Offers electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on BCPL's e-tender under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-tender portal) should follow the steps Mentioned in the "**Bidders Manual Kit**" available on BCPL website / (go to <https://eprocure.gov.in/eprocure/app> → click Bidder manual kit) which shall guide them to Search, Display/View, Download and Submit electronic Bids/Offers online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

5. How to search, view and download e-tender?

Explained in **Bidders Manual Kit** which is available in BCPL website.

8.0 Content of Bid:

8.1 Un-Priced Bid:

The Un-priced Bid - "SOR" (i.e. Part I – Technical Bid, refer ITB of tender for details) to be uploaded using Link "TECHNICAL DOCUMENT". Bidders are advised to not upload duly filled Schedule of Rates/Price Schedule (Price Bid) at this link. For detailed instructions, **Bidders Manual Kit** which is available in BCPL website for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-tender portal.

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Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender document at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

8.2 Priced Bid:

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

BCPL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid and the manner prescribed elsewhere in this instruction sheet in tender documents.

9. E-Tender demo during pre-bid conference:

During the Pre-Bid Conference, BCPL shall also arrange demonstration for submission of bids in e-tender portal for interested bidders.

10. Submission of documents:

Bidders are requested to upload small sized documents preferably (up to 25 MB) at a time to facilitate easy uploading into e-tender portal. BCPL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

11. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC’s e-tender webpage shall be final and

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binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

12. Internet connectivity:

If bidders are unable to access BCPL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

13. Help to Contractors:

For special instructions to bidders / contractors Please visit <https://eprocure.gov.in/eprocure/app> → click Help to contractors.

14. FAQ:

For various frequently asked question Please visit <https://eprocure.gov.in/eprocure/app> → click FAQ.

15. e-Brochure:

For e-brochure Please visit <https://eprocure.gov.in/eprocure/app> → click Downloads → click e brochure (details & general).

16. DSC for Foreign Bidders:

For DSC for foreign bidders Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → click DSC for foreign bidders.

17. System Malfunction Procedure:

For system malfunction procedure Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → system malfunction procedure.

18. IT Resources:

For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

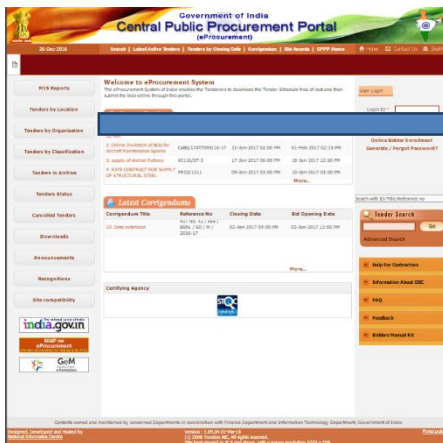
19. Form for DSC Deactivation for bidders:

For DSC deactivation Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → Form for DSC deactivation for bidders.

20. Search Tender for Guest Users:

For tender search Please visit - <https://eprocure.gov.in/eprocure/app> → click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.

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21. Check list / Quick View Summary:

one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click Information about DSC.	
	2	GET THE HARDWARE / IT RESOURCES:- Computer/Laptop, Internet etc	plz. Refer	Refer clause 3.1, 3.2, 12 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click downloads --- click resources required	also refe ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click trouble shooting
	3	GET ENROLLED WITH BCPL e-tender THROUGH CPP PORTAL OF NIC AND TO GET USERID & PASSWORD FOR NEW VENDORS	plz. Refer	Refer Guideline for Bidder enrolment process available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Registration of Bidders	
	4	UPLOADING OF MY DOCUMENTS	plz. Refer	Bidder can upload their regular documents like PAN, BALANCE SHEET, VAT/CAT and other certificate	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Uploading of my documents	
	5	SEARCH BIDS	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click tender by location / by organization / by classification	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Clarifications (Tender Status, My Archive...)	
	6	ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- Online e-Bid Submission	
	7	FINANCE BID/PRICE BID/PART II Preparation guidelines	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines			
	8	ON LINE e-BID WITHDRAWAL	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re-SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission			

For various queries, manual, FAQs and information may please refer the link <https://eprocure.gov.in/eprocure/app>

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In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

In Information about DSC user will get: **Frequently Asked Questions on Digital Signature Certificate.**

In FAQ user will get various FAQ related to:

- GENERAL Q&A about e-procurement.
- On line enrolment Q&A
- Password related Q&A
- DSC related Q&A
- Tender related Q&A
- Security related Q&A
- Foreign bidder related Q&A
- User account related Q&A

Feedback: **Users to give their feedback to NIC.**

Bidder manual kit: **Bidder will get various manuals for the following:**

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two cover bid submission.pdf
		three cover bid submission.pdf
		four cover bid submission.pdf
		single cover bid submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf

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[BoQ Help Bidder Percentage.pdf](#)

HELP DESK (BCPL)

Phone : 0373-2914582 (only for e-tender queries)

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

Phone : 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-tender queries)

Mobile : 8826246593

Email : cphp-nic@nic.in

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: M/s. Brahmaputra Cracker and Polymer Limited				
1.2	The Invitation for Bid/ Tender is for PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS.				
General	The Purchaser is: M/s. Brahmaputra Cracker and Polymer Limited The consignee details and Delivery Location (For Indian Bidders) for the goods are as under :- Consignee M/s. Brahmaputra Cracker and Polymer Limited Delivery Location: Pipavav Sea Port SEZ, Gujarat(India)				
3	Bid From a Consortium/ Joint Venture <table border="1"> <tr> <td>APPLICABLE</td><td>No</td></tr> <tr> <td>NOT APPLICABLE</td><td>Yes</td></tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No				
NOT APPLICABLE	Yes				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee shall be in favour of M/s. Brahmaputra Cracker and Polymer Limited payable at Dibrugarh, Assam - Not Applicable				
B. TENDER DOCUMENT					
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. M. J. Duarah, Sr. Manager (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam (India), Pin Code:786006, Phone no. 0373 2914637. Email id: mjduarah@bcplindia.co.in;				
C. PREPARATION OF BID					
11.1.1 (x)	The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers):				
12	Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under:				

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12.1.2	Whether Indian Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price <table border="1" data-bbox="619 432 1173 573"> <tr> <td>YES</td><td>NO</td></tr> <tr> <td>NO</td><td>YES</td></tr> </table>	YES	NO	NO	YES				
YES	NO								
NO	YES								
12.2.2	The Third Party Inspection shall be in the scope of BCPL as specified in SCC.								
12.3	Transit/marine Insurance shall be arranged by :- <table border="1" data-bbox="352 678 906 819"> <tr> <td>BCPL</td><td>YES</td></tr> <tr> <td>SUPPLIER</td><td>NO</td></tr> </table> In case, transit/marine insurance to be arranged by BCPL, the details of Transit/marine Insurance Policy are as under:- Indian Bidders: _____ Foreign Bidders: _____	BCPL	YES	SUPPLIER	NO				
BCPL	YES								
SUPPLIER	NO								
12.5	Delivery basis shall be Indian Bidder: <table border="1" data-bbox="352 1294 1165 1435"> <tr> <td>CFR,[Pipavav Sea port]</td><td>YES</td></tr> <tr> <td>FOB,(Bidder to indication location)</td><td>YES</td></tr> </table> Foreign Bidder: <table border="1" data-bbox="352 1503 1165 1641"> <tr> <td>CFR,[Pipavav Sea port]</td><td>YES</td></tr> <tr> <td>FOB,(Bidder to indication location)</td><td>YES</td></tr> </table>	CFR,[Pipavav Sea port]	YES	FOB,(Bidder to indication location)	YES	CFR,[Pipavav Sea port]	YES	FOB,(Bidder to indication location)	YES
CFR,[Pipavav Sea port]	YES								
FOB,(Bidder to indication location)	YES								
CFR,[Pipavav Sea port]	YES								
FOB,(Bidder to indication location)	YES								
13.1.7	Details of Buyer: <table border="1" data-bbox="373 1715 1241 2076"> <tr> <td>Consignee</td><td>Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mjduarah@bcplindia.co.in</td></tr> <tr> <td>GST No.</td><td>18AADCB2356E1ZY</td></tr> </table>	Consignee	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mjduarah@bcplindia.co.in	GST No.	18AADCB2356E1ZY				
Consignee	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: mjduarah@bcplindia.co.in								
GST No.	18AADCB2356E1ZY								

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	PAN	AADCB2356E				
15	The bid validity period shall be 10 days from final 'Bid Due Date'.					
16.1	In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft', the same should be favour of M/s. Brahmaputra Cracker and Polymer Limited payable at Dibrugarh, Assam - Not applicable					
D. SUBMISSION AND OPENING OF BIDS						
18	Bidder to submit e-bid in NIC e-Portal as specified in tender document.					
E. EVALUATION, AND COMPARISON OF BIDS						
32	Evaluation Methodology is mentioned in Section-II.					
F. AWARD OF CONTRACT						
37	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- _____					
38	Contract Performance Security (CPS)/ Security Deposit <table border="1"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>No</td> </tr> </table> <i>SD/CPBG @ 1 % of Order/ Contract Value within 30 days of LOI / notification of award.</i> Order value as mentioned above will be exclusive of Taxes & Duties.		APPLICABLE	Yes	NOT APPLICABLE	No
APPLICABLE	Yes					
NOT APPLICABLE	No					
40	Whether tendered item is non-split able or not-divisible : <table border="1"> <tr> <td>YES</td> <td>YES</td> </tr> <tr> <td>NO</td> <td>NO</td> </tr> </table>		YES	YES	NO	NO
YES	YES					
NO	NO					
6.2 of Annexure-V (B) to ITB	BCPL Banker's Details: The Branch Manager State Bank of India Lepetkata Branch Barbaruah, Dibrugarh Pin – 786007 A/c No.: 32034267038 IFSC: SBIN0012261 e-mail: sbi.12261@sbi.co.in					

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SCC	MODE OF SHIPMENT: <table border="1" data-bbox="375 320 1038 461"> <tr> <td>SEA</td><td>SEA</td></tr> <tr> <td>AIR</td><td>NO</td></tr> </table>	SEA	SEA	AIR	NO
SEA	SEA				
AIR	NO				
Clause no.38 of GCC	Fall Clause <table border="1" data-bbox="375 573 1038 714"> <tr> <td>APPLICABLE</td><td>No</td></tr> <tr> <td>NOT APPLICABLE</td><td>Yes</td></tr> </table>	APPLICABLE	No	NOT APPLICABLE	Yes
APPLICABLE	No				
NOT APPLICABLE	Yes				
Clause no.26 of GCC	Price Reduction Schedule for Delayed delivery The following provision is added in the referred clause of GCC: “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 in the same way where individual release order against ARC shall be taken as independent order.”				

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ANNEXURE-V

PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED BUTENE-1

1. PACKING

- 1.1. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer’s standard for export shipments.
- 1.2. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of ‘Detailed Packing List’ shall be fastened outside of the package in waterproof envelope and covered by metal cover.

2. MARKING

- 2.1. Each cargo shall be marked with proper paints/indelible waterproof ink as follows:

PURCHASER: BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

PROJECT/JOB: SUPPLY OF BUTENE-1

DESTINATION: PIPAVAV SEA PORT, GUJARAT, INDIA

Purchase Order No....., Invoice No. & Date, B/L No. & Date

Net Wt.Kgs. Gross Wt. Kgs

DimensionsXXCM

Package No. (S. No. of total packages)

Seller’s Name

ETA at Indian Port:.....

Other details, if any

Material code no.

Manufacturer’s name.

Manufacturer batch no.

Date of manufacture.

- 2.2 Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.3 In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

3.0 SHIPMENT

BY SEA

All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

4. SHIPPING DOCUMENTATION

4.1. All documents shall be in English Language.

4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser/Project Division at address given at clause 6.1 below in triplicate.

4.3. DOCUMENTS REQUIRED AFTER SHIPMENT

The supplier shall e-mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

The supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Purchaser/PMC at the address given at clause 6.1 below.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Excise and Customs, Free Period for import consignments of SEA CARGO has been reduced from 72 Hrs. to 48 Hrs.

In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded well in advance before the landing and arrival of the shipment.

4.4. BILL OF LADING

Bill of lading shall be ‘Clean on Board’. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee/PMC at its address given at clause 6.1 below.

4.5. PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

5. SHIPPING ADVICE

5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of e-mail to Purchaser at clause 6.1 below, giving particulars of the shipment, vessel’s name on which materials actually left, Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values/CFR, number of Packages and total gross weight, ETD & ETA of vessel.

5.2. In case of free replacement, the supplier shall advise by Email above dispatch particulars along with specific statement ‘Free Supply’ ‘Value for customs purposes only’.

6. ADDRESSES

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6.1 Consignees:

A. Project/Work center Consignee:
[refer BDS for Consignee Details]

B. Consignee (for sea port of entry):
[refer BDS for port Consignee Details]

6.2. Bankers:
[refer BDS for Bankers details]

7. SHORT SHIPMENTS

7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at site / project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

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फॉर्म और प्रारूप

FORMS & FORMATS

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”

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Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”

Note: Above Formats/Forms duly filled-in along with its enclosures must be essentially furnished by bidders before/along with bid for Evaluation, failing which such bid(s) may not be considered for further evaluation.

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”

ACKNOWLEDGEMENT CUM CONSENT LETTER

F-1

(Within 7 days of receipt of bidding document, Bidder shall acknowledge the receipt and confirm their intention to Bid against this tender through e-mail to mjduarah@bcplindia.co.in with duly filled-up this Format. In case of no reply or No Offer, It will considered that bidder is not interested and No Further Tender will be issued in future)

To,
Administrative Building
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT’ OF BCPL- LEPETKATA ON SPOT BASIS.

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Dear Sir,

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

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

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

(i) Postal Address :.....
.....
.....
.....
(ii) Telephone Number :.....
(iii) Fax Number :.....
(iv) Contact Person :.....
(v) E-mail Address :.....
(vi) Website :.....

B) DETAILS OF CONTACT PERSON:

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS"

(i) Postal Address :.....

.....

.....

.....

(ii) Telephone Number :.....

(iii) Fax Number :.....

(iv) Contact Person :.....

(v) E-mail Address :.....

(vi) Mobile No.- :.....

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

- ☐ The item/service does not fall in our product/servicing range
 - ☐ We do not meet BEC (Bid Evaluation Criteria) as specified in tender
 - ☐ We cannot meet the technical specifications as specified in tender
 - ☐ There is an order overbooking
 - ☐ We need some more time for submission of offer and hence request for extension of bid submission date
 - ☐ Any other reason (please specify)
-

Agency's Name :

Date :

Seal/Stamp :

Signature :

Name :

Designation :

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”

BIDDER’S GENERAL INFORMATION

E-2

To,

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

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT’ OF BCPL- LEPETKATA ON SPOT BASIS.

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3.	Name of Proprietor / Partners / Directors of the firm/company	
4.	Number of Years in Operation	
5.	Erstwhile Name of Bidder /Details of name change during years of Operation	
6.	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7.	Telephone Number & Contact Information of Registered Office	(Country Code) (Area Code) (Telephone No.) e-mail ID: Mobile No.
8.	Operation Address (if different from above)	City: District: State: PIN/ZIP:

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Telephone Number & Contact Information of Operation Address	(Country Code) (Area Code) (Telephone No.) E-mail ID:
10.	Website	
11.	Mobile Number:	(Country Code) (Area Code) (Telephone No.)
12.	ISO Certification, if any	[If yes, please furnish details]
13.	Bid Currency	
14.	Banker's Name	
15.	Branch	
17.	Bank account number	
18.	PAN	[Enclose copy of PAN Card]
19.	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneur Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
20.	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40)</i>

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

)

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"

BIDDER'S QUERIES FOR PRE BID MEETING

E-3

To,
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dist. Dibrugarh (India)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS.

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

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

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

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



BID FORM

F-4

To,

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

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

For : PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS.

Dear Sir,

After examining/reviewing the Bidding Documents for -----including technical specifications, drawings, General and Special Purchase Conditions and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of , the said Bid Documents, including Addenda Nos. _____.

We confirm that this bid is valid for a period of Four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (Ten per cent) of the value of Purchase Order (excluding taxes & duties), for the due performance with in fifteen days of such award, as per requirement of tender document.

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



CHECK LIST OF DOCUMENTS

F-5

[BIDDERS ARE ESSENTIALLY REQUIRED TO FILL -UP THIS CHECK LIST BEFORE SEALING AND FORWARDING THE BID TO AVOID REJECTION, DUE TO NON- COMPLIANCE AND NON-SUBMISSION OF DOCUMENTS. THIS FORMAT MUST BE SUBMITTED ALONGWITH YOUR OFFER DULY SIGNED & STAMPED]

Dear Sir,

We are enclosing the following documents DULY INDEXED WITH PAGE NO. OF OFFER” in un-price bid (Part-I) along with compliances as per tender requirement:

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

(SEAL AND SIGNATURE OF BIDDER)



LETTER OF AUTHORITY

F-6 [A]

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

Bidder Ref:

Date:

Tender No. : (BCPL/C&P/LE18S195MD/10001909)

To,
Brahmaputra Cracker and Polymer Limited,
Administrative Building
PO.LEPETKATA, DISTT- Dibrugarh (Assam)
INDIA – 786006

Dear Sir,

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

- [1] Name & Designation : _____
Signature : _____
Phone/Cell : _____
E-mail : @
[2] Name & Designation : _____
Signature : _____
Phone/Cell : _____
E-mail : @

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

Yours faithfully,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings.

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS"



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-6[B]

POWER OF ATTORNEY

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

To,

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS.

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

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

(Name of person)

E-mail id:

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

E-7(A)

NO DEVIATION CONFIRMATION

Bidder Ref:

Date:

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS.

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Tender For :

To,

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

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

(SEAL AND SIGNATURE OF BIDDER)

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT
RECEIVERSHIP**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF
BCPL- LEPETKATA ON SPOT BASIS..**

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Dear Sir,

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

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

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

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

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

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



CERTIFICATE

To,

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

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS..

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of -----the following certificate shall be automatically enforceable:

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

Seal and Signature of Bidder

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS”



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F- 9 (A)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

(NOT APPLICABLE)

Ref.....

Bank Guarantee No.....

Date.....

To

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

Dear Sir(s),

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

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

We, the _____ Bank at _____

having our Head Office _____

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

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

whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS"



F-9(B)

FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

(NOT APPLICABLE)

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

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

Dear Sir,

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

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

FOR.....

Authorized Signature
(Original Bank)
Counter Signature



CONTRACT-PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Bank Guarantee No.:.....

Date:.....

To
BCPL
P.O.:LEPETKATA, DISTT. DIBRUGARH
(ASSAM) 786006
INDIA

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the “contractor/supplier”
which expression shall wherever the context so require include its successors and assignees)
have been placed/awarded the job/work of
_____ vide PO/LOI No.
_____ dated _____ for M/s Brahma Putra Cracker and
Polymer Limited (A Government of India Enterprise) having Registered Office at at 1st Floor,
House No. 6, Bhuban Road, Uzanbazar, Guwahati-781001, Assam (herein after called the
“BCPL” which expression shall wherever the context so require includes is successors and
assignees).

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

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

1. We _____
hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall
be made by M/s. _____ in performing any of the terms and
conditions of the tender/order/contract or in payment of any money payable to M/S
BRAHMAPUTRA CRACKER AND POLYMER LIMITED we shall on first demand pay
without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such
manner as BCPL may direct the said amount of Rupees _____
only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

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

conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid up-to _____ (this date should be 90 days after the expiry of defect liability period/guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank



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Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

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

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

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

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



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AGREED TERMS AND CONDITIONS-FOREIGN / INDIAN BIDDER

(Bidders must confirm / comment to all points)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone and e-mail ID)	
2.0	EMD/Bid Security Details- Not Applicable	
2.1	EMD Amount	Rs.
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to ITB]	
3.1	List of Documents submitted against Technical Criteria	
4.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS	
4.1	Original Power of Attorney [in format F6(b)]	
4.2	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
5.0	ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]	
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD- Not applicable [In case of exemption, sufficient documentary evidence must have been submitted]	
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions Tender Document, it corrigenda/addenda, if any.	
5.4	Rates are quoted in "Part-II : Price Bid" exactly in the format provided in tender document and with all break-up as ask therein.	
5.6	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any)	
5.9	Accepted Performance Bank Guarantee / Security Deposit per Tender Document & its Corrigendum (if any)	

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS"



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5.10	Accepted Guarantee/warrantee as per Tender Document & its Corrigendum (if any)	
5.11	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	Accepted “100% against irrevocable & unconfirmed letter of credit ”/CAD/TT []
5.12	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
5.13	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
6.0 SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN “PART-I : UN-PRICED BID”:		
6.1	Bid Covering letter	
6.2	Submitted form F1 within 7 days of receipt of Tender Information.(Acknowledgment cum Consent letter)	
6.3	Form F2 duly filled (Bidder General Information)	
6.4	Submitted form F3 before pre-bid meeting (Pre-bid query)	
6.5	Submitted form F4 duly filled	
6.6	Submitted form F5 duly filled	
6.7	Submitted form F6(A) duly filled	
6.8	Submitted form F6(B) duly filled	
6.9	Submitted form F7 duly filled	
6.10	Submitted form F8 duly filled	
6.11	Submitted form F-9 duly filled	
6.12	Submitted form F-10 duly filled	
6.13	Submitted form F-11 duly filled	
6.14	Submitted form F12 duly filled	
6.15	Submitted form F13 duly filled	
6.16	Submitted form F14 duly filled	
6.17	Submitted form F15 duly filled	
6.18	Submitted form F16 duly filled	
6.19	Any other Forms/formats duly filled-up in all respects	
6.20	Submitted “Price Schedule” format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in the relevant boxes)	
6.21	Complete Tender Document along-with its Corrigendum/Amendment etc.,	
7.0 ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:		
7.1	Confirm acceptance of repeat order clause as per Tender Document.	

Tender Document No : BCPL/C&P/LE18S195MD/10001909

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7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Bidder confirms that bidder have quoted both 'FOB' and 'CFR Pipavav Port' prices strictly as per Price Schedule format of tender. Please ensure that your CFR rates includes 21 days of free detention at destination port, i.e Pipavav port, SEZ, Gujarat (India). BCPL has the option to place order either on FOB or CFR basis at it's sole discretion. Further, BCPL also reserves the right to amend the order issued initially on 'FOB' basis to 'CFR Pipavav basis (as quoted). However, such amendment shall be issued within 45 days from the date of award/LOI.	
7.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable in this Tender
7.5	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality.	
7.6	Furnish the currency of quote	
7.7	Country of Origin of GOODS offered.	
7.8	Indicate Seaport of Export	
7.9	Please indicate the name and address of your Bankers: SWIFT: Account No: IBAN Code:	
7.10	All Bank Charges and Stamp Duties payable outside India connection with payments to be made under the Contract shall be borne by the Vendor/supplier and within India will be borne by BCPL.	
7.11	Confirm that all charges/handling charges/taxes and duties (if any) upto FOB port of exit are included in the FOB/CFR price quoted by the Seller.	
7.12	I) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. II) Inspection shall be carried out by Owner/Third Party as envisaged in the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	I) II) Not Applicable
7.13	Direct offer will only be considered. In case the bidder has Agent/ Representative/Liaison office in India, please provide the details of the same as per enclosed format.	
7.14	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of	

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	Director of Owner or his relative is a partner.	
7.15	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
7.16	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	
7.17	Confirm that the contents of the Tender Document, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.18	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
7.19	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

8.0 PACKING DETAILS AND RELATED INFORMATION:

8.1	Material safety Data sheet (MSDS) has been submitted with technical bid	
8.2	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.	
8.3	Mode of packing /Capacity	

9.0 SELLER'S OFFER REF NO. & DATE

9.1	e-Mail ID & Contact information of person	
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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:

To,

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist.: Dibrugarh (India)

TEL# +91-373-2914635

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)

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS"



Enterprise's Information with respect to the **F-13**
Micro, Small and Medium Enterprises Development Act, 2012
(NOT APPLICABLE)

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2012" ('MSMED') has come into force from 2012, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference, the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lac
Small	More than INR 25 Lac but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- Providing or rendering services

Nature of Enterprise	Investment in equipment
Micro	Does not exceed INR 10 Lac
Small	More than INR 10 Lac but does not exceed INR 2 Crores
Medium	More than INR 2 Crore but does not exceed INR 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

"We (Bidder) confirm that we are a micro /small / medium enterprise under the MSMED Act 2012."
(Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bid Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2012.

Further, with respect to micro and small enterprises, the MSMED Act defines the term 'supplier' as an enterprise which has filed a memorandum with the authority specified by the respective State Government.

If the Bidder is a micro / small enterprise and have filed a memorandum with the specified authority, then Bidder to confirm the following:

"We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act _____ (Yes/No)."



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If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM, Part-II)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bid Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

(SIGNATURE & STAMP OF THE BIDDER)

CHARTERED ACCOUNTANT 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 CA's letter head, filled, signed and stamped by 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.

Tender Document No : BCPL/C&P/LE18S195MD/10001909

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CERTIFICATE OF NON-INVOLVEMENT OF AGENT

Bidder Ref:

Date:

To,

Brahmaputra Cracker and Polymer Limited

Lepetkata, Dist. Dibrugarh (India)

TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT' OF BCPL- LEPETKATA ON SPOT BASIS.

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Dear Sir,

This is to certify that we have not engaged/ involved any Agent /Consultant/Retainer/Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's/Representative's/ consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate to be issued only if there is no Agent /Consultant/Retainer/Associate is involved.

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE

(NOT APPLICABLE)

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

This is to certify that M/s (Name of the Bidder with address)
(Hereinafter referred to as Customer) is an existing Customer of our Bank.

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

Accordingly M/s (Name of the Bank with address) confirms
availability of line of credit to M/s (Name of the Bidder) for at
least an amount of Rs. _____

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

Yours truly

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp :



**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

(NOT APPLICABLE)

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions on next page...***

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:



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No Permanent Establishment Certificate
(On Supplier letter Head)

This is to certify that “_____”, is a resident of _____ (mention the name of the country) and does not have any permanent establishment in India as per the provisions of Article ____ (Article of mention DTAA) of DTTA between India and _____(mention the foreign country) under the captioned agreement entered into with M/s Brahmputra Cracker & Polymer Limited, Lepetkata, Dibrugarh, Assam- 786 006. It is further certified that in the case of our present business no operations are carried out in India and there is also no business connection in India as per Explanation 2 to Section 9(1) (i), to the Income Tax Act 1961.

Date:

Place:

For _____

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-LEPETKATA ON SPOT TENDER BASIS”



FORM No. 10F

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) section 90 or
sub-section (5) of section 90A of the Income tax Act, 1961**

I..... *son/daughter of Shri..... in the capacity
of..... (Designation) do provide the following information,
relevant to the previous year..... *in my case/in the case of
..... for the purpose of sub-section (5) of *section 90/section 90A:-----
-

Sl. No.	Nature of Information	:	Details #
(i)	Status (individual, company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country of the specified territory of which the assessee claims to be resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number:



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS”



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BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS

TENDER NO.: BCPL/C&P/LE18S195MD/10001909

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any) (Not Applicable in case of e-bidding)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

(SEAL AND SIGNATURE OF BIDDER)



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

THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Qty, etc	 _____ _____ _____ _____ _____
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company	

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS”



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

Tender Document No : BCPL/C&P/LE18S195MD/10001909

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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS”



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

THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC (Not applicable in this tender)

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

NB:

- Format-16** (to be **uploaded**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2016-2017, 2015-2016 & 2014-2015 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e : FY: 2016-2017, 2015-2016 & 2014-2015 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2016-2017 FY: 2015-2016 FY: 2014-2015	Yes / No Yes / No Yes / No	

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS”

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-
LEPETKATA ON SPOT TENDER BASIS"

F-22

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

Tender Document No : BCPL/C&P/LE18S195MD/10001909
Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL-
LEPETKATA ON SPOT TENDER BASIS"

भाग – IV

SECTION – IV

संविदा की सामान्य शर्ते) जीसीसी(

**GENERAL CONDITIONS OF
CONTRACT-GOODS
(GCC-GOODS)**



**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF
CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number, **BCPL/C&P/LE18S195MD/10001909** dated **17.07.2018**, I/ we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC-Goods : http://www.bcplonline.co.in/content/tender/GCC_Goods.pdf

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SECTION-V

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

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

- Material:** Butene-1 is a raw material required as Co-monomer for production of Polyethylene in Gas Phase Technology to control polymer density.
- Quality:** Please refer the Technical specifications mentioned below:

TECHNICAL SPECIFICATIONS

Specification of Butene-1 is furnished below: Specification of Butene - 1	
Component	Quality
Butene - 1	99% wt min
Other Butenes	0.9% wt max
Butanes	
1,3 Butadiene + Propadiene	200 ppm v max
1,2 Butadiene	5 ppm v max
Total Acetylenes	10 ppm v max
Carbon Monoxide	5 ppm v max
Carbon Dioxide	10 ppm wt max
Oxygen	1 ppm v max
Total Combined Sulphur (as S and H ₂ S)	1 ppm v max
Water	20 ppm v max
Carbonyls (as C=O)	5 ppm wt max
Chloride	1 ppm wt max
Alcohol (as Methanol)	10 ppm wt max
MTBE (Ether as DME)	2 ppm v max
Peroxides	0.5 ppm wt max
C5 and Heavier (C6 olefins)	50 ppm wt max

****Minor deviations in the technical specification will be evaluated at later stage during Technical Bid evaluation.**

NB: Bidder to confirm that each shipment/vessel/cargo shall meet the technical specifications mentioned as above.



3. **Quantity:**

The Quantity offered for procurement can be supplied at Pipavav Sea Port, SEZ Gujarat, India/ Any Indian Port as per following options:

(i) Single lot of 1500 MT (+/- 25% at Buyer's option) during **September**, 2018. Seller may offer one or more cargo(s) as per availability and quote for respective cargos accordingly:

- Seller has the option of booking any number of cargos.
- Seller can offer alternate quantity or delivery period, for the above cargos, which is at variance but broadly in line with the terms and conditions as mentioned herein. Acceptance of the deviations in the seller's offer (if any) is at sole discretion of the Buyer.
- Loaded quantity should meet next 3 days draft at Pipavav Sea Port, SEZ Gujarat, India/ Any Indian Port from the date of arrival of vessel at Pipavav Sea Port, SEZ Gujarat, India/ Any Indian Port. At least one day should be within the agreed narrowed down delivery laycan.
- Any delay of vessel berthing due to non-availability of draft shall be to seller's account.
- Splitting of one cargo in different shipments is not permitted.

4. **Laycan nomination:**

Nomination procedure for fixture of delivery schedule will be finalized as per following guidelines:

- (a) By the last working day prior to 25th of every month, seller shall nominate 7 days loading laycan for forthcoming two months for Buyer's acceptance.
- (b) Buyer to confirm acceptance of seller nominated loading laycan or propose alternate 7 days laycan based on Buyer's material requirement.
- (c) If the Seller fails to propose 7 days laycan as under (a) above, the Buyer shall have the right to fix the 7 days laycan, which shall be binding and deemed acceptable to both parties.
- (d) 30 days prior to 1st day of the 7 days loading laycan, Seller to nominate 5 days loading laycan (within the agreed 7 days loading laycan) along with tentative transit time for Buyer's acceptance to determine the 5 days delivery laycan. Seller to arrange cargo loading to meet the 5 days delivery laycan as determined as per above.
- (e) If Seller fails to propose a 5 days loading laycan as per (a) above, the Buyer shall have the right to unilaterally fix a 5 days delivery laycan, which shall be binding and deemed acceptable to both seller and Buyer. In such a case, Seller shall have to arrange for cargo loading, accordingly to comply with the delivery laycan as finalized by Buyer.



- (f) 10 days prior to the first date of 5 days delivery laycan mutually agreed between Buyer and Seller, Seller to nominate and narrow down the 5 days delivery laycan (as mutually agreed) to 3 days delivery laycan.
- (g) Buyer shall have the right to declare a new laycan in case of deferment of shipment due to any circumstance arising out of reasons as mentioned under Force Majeure. The Buyer shall not be liable for any financial liability arising out of such deferment of shipment.

5. NOR & Lay time:

- (a) Total free lay time of 48 Hours will be allowed to the Buyer, SHINC reversible as per ASBATANKVOY.
- (b) No demurrage at load port shall be on Buyer's account.
- (c) Lay time shall be commence 6 hours after NOR (Notice of Readiness) and shall cease upon hose disconnection.
- (d) Lay time shall start to count:
 - i. In case the vessel tenders NOR within the initial agreed 3 day delivery laycan, six hours after NOR is tendered or upon gangway down whichever occurs first.
 - ii. In case of the vessel tenders NOR before the initial agreed 3 days delivery laycan quoted in (a) above, NOR shall be deemed to have been issued at 0600Hrs on the first day of the 3 days delivery laycan and laytime to commence at 12.00 Hours on the first day of the 3 day delivery laycan.
 - iii. In the case of the vessel tenders NOR after the initial agreed 3 days delivery laycan quoted in (a) above, upon gangway down (revised delivery laycan shall not be considered).
 - iv. Notice of Readiness (NOR) to be tendered between 0600Hrs to 177 Hrs. NOR tendered before 0600 Hrs will be treated as tendered at 0600 Hrs of the same day and NOR tendered after 1700 Hrs will be treated as being tendered at 0600 Hrs of the next day.

6. Source /origin restriction:

- (i) Iran origin cargo not acceptable.
- (ii) Certificate of Origin is required to be submitted along with dispatch documents.

7. Discharge Port: Pipavav Sea Port, SEZ Gujarat, India / Any Indian Port.

Bidder may kindly familiarize themselves with the requirements and nature of Pipavav post and compatible vessel through the vessel owners/ vessel agents before bidding.

8. Delivery Terms: Pipavav Sea Port, SEZ Gujarat, India / Any Indian Port.

9. Delivery, Title and Risk: Title and risk of loss of the cargo (including but not limited to contamination, evaporation, etc.) shall pass from seller to Buyer as the cargo passes at the last point of the permanent flange of vessel at the loading terminal.



10. Quality & Quantity determination:

- (a) The quantity and quality of the Product shall be determined by measurement, sampling and testing by an Independent inspector/Surveyor which shall be appointed by the Seller/ Buyer.
- (b) Inspection of the quality of the product at shore tank shall be done and provided by an independent Inspector/Surveyor appointed by the Seller/Buyer.
- (c) Invoice shall be raised for bill of lading (B/L) quantity in MT in Air.
- (d) The Independent Inspector /Surveyor as mentioned above, shall be mutually agreed upon by buyer and seller. The cost of the services of the independent Inspector/Surveyor shall be borne by Seller for load port operations. However, in case of disagreement between Buyer and Seller regarding nomination of Independent Inspector/Surveyor. Buyer may nominate an independent surveyor separately on Buyer's account for determining the quality and quantity along with Seller's surveyor.
- (e) For cargo discharging operations at Pipavav Sea Port, SEZ Gujarat, India/Any Indian Port, Buyer shall appoint an Independent Inspector /Surveyor and the charge of such surveyor shall be borne by the Buyer.

11. Pricing:

Formula for Calculating Butene-1 Price			
Sr. No.	Description	Unit Price	Example
1	MOPS / MOPJ / MOPAG Naphtha monthly average price of previous month in \$/MT * (i.e. Average of all Naphtha quotes of the month prior to bill of Lading month).	\$/MT	A
2	Additional Premium to be quoted by Seller (B) in \$/MT (inclusive of sea freight).	\$/MT	B
3	Basic Price of Butene-1 for particular month in \$/MT # [Unit CFR Price of SOR]	\$/MT	A+B



* Example: MOPS / MOPJ / MOPAG Naphtha monthly average price from 1st Sep 2017 to 30 Sep' 2017 shall be considered for calculating the Butene-1 price of Oct 2017.

Conversion of \$ to INR shall be average of RBI TT Selling Rate Example: from 1st Sep 2017 to 30 Sep 2017 for Oct 2017

Taxes and duties at actual.

MOPS: Mean of Platts Singapore.

MOPJ: Mean of Platts Japan

MOPAG: Mean of Platts Arab Gulf

Note:

- (i) The price is CFR Pipavav Sea Port, SEZ Gujarat, India / Any Indian Port.
- (ii) In case of there are two B/L dates of the same cargo falling in two consecutive months (One at the end of one month and other at the beginning of the next month), then only the last B/L date is to be deemed as applicable B/L date for pricing purpose.
- (iii) The final price shall be rounded off to two (2) decimal places.
- (iv) In an event of Force Majeure, the laycan will stand cancelled and material will be delivered in fresh laycan mutually agreed upon by Buyer and Seller. The price will be decided as per formula based on the fresh B/L date thus agreed upon.

12. Contract Period

The contract period shall be **2 months** from the date of LOI and can be extended for 1 month on same terms & conditions (if required).

13. Delivery Schedule

- The delivery period shall be up to Indian Port [Pipavav Sea Port, SEZ Gujarat, India/ Any Indian Port] shall be 60 days from the date of LOI/PO/LC opening which includes transportation from overseas sources to Indian port on CFR basis where storage facility of Butene-1 is existing for BCPL at Pipavav Sea Port, SEZ Gujarat, India / Any Indian Port. Notice of Readiness (NOR) at discharge port shall be considered date of delivery. However, Laycan period shall be 4 days for the individual shipment.
- Total quantity of **1500 MT (+/- 25%)** of Butene-1 to be supplied by the bidder in **the month of Sept'18**.
- Probable Plan with tentative quantity [applicable for both Indian and Foreign Bidder]



Cargo ID	Product	Port of Discharge	Quantity	Lot size (Cargo Size)	Cargo Tolerance (Seller's option)
1	Butene-1	Pipavav Sea Port, Gujarat	1500 MT	1500 MT	+/- 25 % than the nominated qty.

14. Certificate of Analysis:

Each shipment/vessel/cargo supplied shall be accompanied by Test Certificate / Certificate of Analysis (COA). All inspection and testing requirements shall be done by the seller at their own cost. COA should be in line with BCPL's required specification. BCPL reserves the right to conduct Third Party Inspection of the consignment through a suitable reputed agency at the port of loading/port of discharge (if required).

15. Technical Documents required

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

16. Approval and Acceptance

Will be on Load Port sampling and testing basis in line with INCOTERMS 2010 requirements of CFR Delivery. Load Port Quality as reported by Independent Surveyor is final and binding on both the parties.

17. Guarantee / Warrantee and Replacement

Will be on Load Port sampling and testing basis in line with INCOTERMS 2010 requirements of CFR Delivery. Load Port Quality as reported by Independent Surveyor is final and binding on both the parties.

18. Measurement

- Proper sealing shall be provided by the bidder after loading of Butene-1 in ship/cargo/vessel. The seal shall be broken/de-attached at the port of discharge in presence of the BCPL representative(s) only and also joint inspection may be carried out at the port of discharge.
- The quantity of Butene-1 delivered shall be measured by the seller at Overseas Ports and shall be considered as sale / Invoice quantity. Same quantity will be measured by BCPL at the Port of discharge/Indian port/Pipavav Sea Port.



Measurement accuracy shall be as per standard industrial practice for such supplies.

19. Quantity Variation:

A variation up-to $\pm 25\%$ (twenty five percent) of the supplied quantity of Butene-1 may occur due to specialized shipment/vessel/cargo. The payment shall be made based on the actual quantity of Butene-1 supplied as per the measurement based on accuracy as per standard industrial practice for such supplies (draft survey, etc) which shall be ascertained on the basis of before and after ullage report of the nominated delivery tanks of the performing vessel, as certified by the BCPL Independent surveyor at discharge port.

BL Quantity based on Load port Shore tank outturn will be final and binding for payment. Any losses beyond permissible limit will be claimable from Buyers Transit /Marine insurance Policy.

20. FIRM & FIXED PRICES:

The quoted prices shall remain FIRM AND FIXED till completion of contract period.

21. PAYMENT TERMS: [BOTH FOREIGN/INDIAN BIDDER]

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

- A. Buyer to establish on irrevocable 60 days issuance Letter of Credit (LC) allowing 5% more or less in value and quantity.
- B. Payment at 60 days from B/L date. No interest is payable by Buyer.
- C. Payment will be made in US dollars for full invoice value against presentation of Seller's commercial invoice and the normal shipping documents as referred hereunder.
- D. Buyer shall provide draft LC to Seller. Seller to confirm acceptance of draft LC to Buyer.
- E. The Letter of Credit as aforesaid will provide payment on production of the following documents by the seller
 - a) 3/3 Original "Clean and Board" Ocean Bills of Lading.
 - b) Seller's signed Commercial Invoice with HSN/CTH Code of the material
 - c) Certificate of quality and certificate of quantity at load port.
 - d) Certificate of Origin issued by manufacturer.
 - e) Seaworthiness certificate of the vessel as per Buyer's format.
 - f) Packing list



- g) MSDS
- h) Estimated time of arrival (ETA) PIPAVAV SEAPORT
- i) WARRANTY / GUARANTEE CERTIFICATE
- j) Copy of e-mail for arranging transit insurance.
- k) Freight Memo (if required)
- l) Certificate of Measurement and Weight (if required).

- F. LC should be available for confirmation at Seller's request and cost.
- G. All Bank Charges at the Seller's bank shall be on the Seller's account. All bank charges at the Buyer's bank shall be on the Buyer's account.
- H. In case of discrepant documents consequent charge of flat USD 50 to be paid by supplier at the time of payment.
- I. L/C would incorporate a clause as below:
"This LC is subject to US, EU, UN, India or other sanctions in force applicable to this transaction (Including due to use of a correspondent bank) consequently, processing of the LC would be subject to the same
- J. 4 working days prior to arrival of Vessel at Pipavav Port, Seller shall provide necessary Certificate of Origin and/ or documentations as required from appropriate agencies (Government or otherwise) to utilize the duty benefits under the Foreign trade agreements(if any) between the Country of Origin and India.
 - (a) Seller to send copy of all the documents as per Buyer's document instruction to Buyer within 2 working days of the Bills of Lading.
 - (b) Banker's details of buyer's: (for Opening of LC)

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

- (c) Banker's details of buyer's: (For other payment: 100% Cash Against Documents (CAD) through bank/Wire transfer/ 30 days on receipt & acceptance of materials)

The Branch Manager
State Bank of India
Lepetkata Branch
Barbaruah, Dibrugarh
Pin – 786007



A/c No.: 32034267038
IFSC: SBIN0012261
e-mail: sbi.12261@sbi.co.in

Or

100% payment against dispatch documents shall be made within 15 days of receipt and acceptance of materials by BCPL at Port of Discharge in India, i.e Pipavav Sea Port, Gujarat, through wire transfer/e-banking.

No advance payment shall be made by BCPL.

22. COUNTRY OF ORIGIN OF GOODS:

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

23. SHIPPING DOCUMENTS:

The shipping documents shall comprise the following for negotiation:

- COMMERCIAL INVOICE (Original) with HSN/CTH Code of the material
- CLEAN BILL OF LADING
- Packing list
- Certificate of origin
- MSDS
- Certificates of Analysis.
- Estimated time of arrival (ETA) PIPAVAV SEAPORT
- WARRANTY / GUARANTEE CERTIFICATE
- Copy of e-mail for arranging transit insurance.
- Freight Memo (if required)
- Certificate of Measurement and Weight (if required)..

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

24. TRANSIT INSURANCE:

Marine Insurance from F.O.B. exit port onwards shall be arranged and paid by the Purchaser. Shipment details like PO No., weight of consignment, no. of items, port of loading / discharge, name of vessels, bill of lading no. & date, value & insurance policy no. should be intimated to insurance company immediately after dispatch of material with a copy to BCPL-Dibrugarh, Assam India. The name of the Insurance Company & Policy No. are as under:-



Policy No: 20030021180000005, In case any change the same shall be communicated before dispatch of consignment.

M/S. NATIONAL INSURANCE CO. LTD.,
R.K.BORDOLOI PATH, DIBRUGARH-786001,
STATE- ASSAM (INDIA)
TEL. NO.: +91 373-2326339
FAX NO.: +91 373-2324409
MOBILE NO.: +91 9435331112
E-MAIL: antara.saikia@nic.co.in; 200300@nic.co.in; marypegu@nic.co.in

25. BILLING AND DOCUMENTATION:

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

Sr Manager (C&P)
C&P Department
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
E-Mail: mjduarah@bcplindia.co.in
Ph no: +91 373-2914636

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

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

Negotiation of Shipping Documents

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



officer of BCPL and BCPL's Banker thru e-mail immediately after dispatch of documents.

26. **IMPORT LICENSE (APPLICABLE FOR OVERSEAS/DOMESTIC SUPPLIERS)**

It may please be noted that the import is covered under the Export & Import Policy [OGL], 20015-2020. The item(s) does not/do not fall(s) under "RESTRICTED ITEMS" of the policy and hence no Import License is required.

The Seller shall advise booking offices of Indian Vessels abroad that:
"THE CONSIGNMENT(S) WAS/WERE BEING IMPORTED IN INDIA UNDER THE EXPORT & IMPORT POLICY 2015-2020".

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SECTION-VI

SCOPE OF WORK

AND

TECHNICAL SPECIFICATION



SECTION-VI

SCOPE OF WORK AND TECHNICAL SPECIFICATION

- 1. Name of Work:** Supply of 1500 MT (+/- 25%) of Butene-1 on spot basis.
- 1.1 Sourcing from Foreign:** The scope shall include supply of Butene-1 from anywhere across globe to any Indian port (tentatively Pipavav Sea Port, Gujarat, India) where storage facility of Butene-1 is existing for BCPL by dedicated Butene-1 ship/Any other suitable mode, all statutory clearances & formalities at Overseas Ports, as per Intimation/LC opening time to time.
- 1.2 Scope of work shall be in general but not limited to the following:**
 - 1.2.1** Quality of Butene-1 from anywhere across globe is to be ensured at all stages of handling. Statutory clearances at overseas port, if any and all other related activities shall be the responsibility of the bidder. Bidder to ensure that there is no deterioration of Butene-1 quality during the entire handling operation till discharge at port of destination in India (i.e Pipavav Sea Port, Gujarat, India).
 - 1.2.2** Butene-1 is to be handled & transported observing all safety precautions as required as per international standards.
 - 1.2.3** Quantity of Butene-1 to be handled: 1500 MT of Butene-1 is to be supplied within a period of one year as per delivery schedule mentioned in SCC of this tender document. Accordingly the bidder has to arrange all necessary arrangement including its statutory clearances at Overseas Ports.
 - 1.2.4** Loading of Butene-1 into Ship: Butene-1 to be transported by supplier in his dedicated ship/vessel(after proper cleaning/purging completely with Nitrogen and then replaced with Butene-1 vapors/gas freed at the time of first filling so as to maintain the stringent specifications of Butene-1). These filled Ship/cargo/vessel shall then be transported to Indian port where storage facility of Butene-1 is existing for BCPL (tentatively Pipavav Sea Port, Gujarat, India). Bidder shall furnish the corresponding purging certificate. The cost of purging to be borne by the supplier.
 - 1.2.5** The entire ship loading at overseas port, transit up to Indian port storage is bidder's responsibility. The bidder has to provide assistance during the unloading operation from Butene-1 ships at Indian port.
 - 1.2.6** Each ship/vessel should carry a copy of material safety data sheet (MSDS) of Butene-1 which shall be supplied by BCPL later. The empty ships after unloading Butene-1 are to be properly sealed so as to avoid use of these ships for any other products. All



ships/vessels (filled & empty) including the ships in transit should be monitored and report from time to time in this regard to be submitted by the bidder to BCPL.

2. QUALITY:

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

The bidder is solely responsible for any deviation in specification of Butene-1 during transit till unloading at Indian port. Any consequential losses arising due to change in specification of Butene-1 will be recovered from the bidder.

3. Physical properties of Butene-1:

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

Form/Color/Odor	Liquefied Gas/Colourless /Olenfin
Melting Point	(-)185 C
Boiling Point	(-) 6.1 C (1013HPa)
Flash Point	<(-) 40 C, Method : DIN51794
Ignition temperature	384 C; Method: DIN 51794
Auto flammability	384 C, Method : DIN 51794
Lower Explosion limit	1.7% V
Upper Explosion limit	10% V
Vapor pressure	2545 hPa/2.6 Kgf per sq cm/37 psi (200 C)
Density-liquid	0.59 g/cubic centimeter.
Water Solubility	0.5 g/l (200 C)
Viscosity	Not applicable
Molecular Weight	56.11 g/mol

4. DETENTION CHARGES:

Revise Allowed Lay time at Disport to NOR+ 36 hrs SHINC. Demurrage rates in PDPR will be initiated along with Q88 for checking suitability of berthing alongside of the Pipavav port facility. Buyer to Approve/give feedback on suitability of Vessel within 24 hrs on Q88 intimation. The disport is an all-weather port with round the clock operation, hence restriction of night navigation is not applicable.



SECTION-VII (A) UNPRICED BID

(To be uploaded in Folder –I (Techno-commercial part)

[Do Not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

UN-PRICE SCHEDULE (FOREIGN BIDDER/INDIAN BIDDER)

SUB: PROCUREMENT OF 1500 MT BUTENE-1 [IMPORT]" FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA, DIBRUGARH, ASSAM, INDIA ON SPOT BASIS.

Tender No.: :

Bidder's Name: _____

Name of the FOB port:

Name of the CFR port: Pipavav Port, Gujarat (India)

HSN Code for Butene-1:

SL. NO.	ITEM DESCRIPTION	UNIT	QTY.	CURRENCY	UNIT PRICE (PER MT)				TOTAL PRICE	
					FOB Port of Loading (per MT)		CFR Pipavav (per MT)		FOB Port of Loading	CFR Pipavav
					IN FIG	IN WORDS	IN FIG	IN WORDS	IN FIGURE	IN FIGURE
1	Supply of Butene-1	MT	1500		Do Not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder))					

Place:

Date:

Signature of Authorized Signatory

Name:

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



Note:

1. Delivery to be effected in a single lot of 1500MT.
2. The bidder shall ensure that Price Schedule is signed and contains prices without any overwriting or hand written additional comments, correction fluid, otherwise their bid shall be liable for rejection.
3. Both Indian (i.e. Domestic) and Foreign (i.e overseas) bidders must be quoted the FOB & CFR price per MT only in the above mentioned format.
4. Bidders must submit bid in USD/EURO only (Both Foreign & Indian bidder).
5. 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.
6. Price Comparison for award shall be done only on CFR price quoted by the bidder (Both Foreign & Indian bidder).
7. In case Indian bidder happens to be L-1 , Purchases Order shall be issued to Indian bidder on Foreign quoted currency only.
8. For Indian bidder, payment shall be made in INR/USD basis. However, the date for currency conversion will be considered as 'the date receipt of their original shipping documents at BCPL site'.

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : "PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

SECTION-VII

FOLDER-II

(FINANCE/ PRICE BID)

(Scan copy to be uploaded in Folder –II (FINANCIAL/ PRICE BID))

Tender Document No : BCPL/C&P/LE18S195MD/10001909

Tender for : “PROCUREMENT OF 1500MT BUTENE-1 [IMPORT] FOR LLDPE/HDPE UNIT OF BCPL- LEPETKATA ON SPOT TENDER BASIS”