



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BID DOCUMENT No.: BCPL/DIB/C&P/2015/S/483/AR

Date: 12.02.2016

To,

PROCUREMENT OF CARRIER AND FUEL GAS IN BCPL LEPETKATA

LIMITED INTERNATIONAL COMPETITIVE BIDDING

Prepared & Issued By
CONTRACTS AND PROCUREMENT DEPARTMENT
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609

For Brahma Putra Cracker and Polymer Limited,
(A Government of India Enterprise)

Amrisha Rajkhowa
Sr. Officer (Contracts & Procurement)
Phone# 0373-2914609 (off)
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[Website: bcplonline.co.in](http://bcplonline.co.in)

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REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd, Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for **PROCUREMENT OF CARRIER AND FUEL GAS IN BCPL LEPETKATA** as detailed below in complete accordance with enclosed tender document:

1) Salient features of bid document:

1.2.1	Type of Enquiry, Mode of bid submission	LIMITED INTERNATIONAL COMPETITIVE BIDDING (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	<u>Rs. 94000/-</u> However, PSUs & MSEs are exempted from payment of tender fee & EMD.
1.2.3	Bid Document No.:	BCPL/DIB/C&P/2015/S/483/AR
1.2.4	Time Of Supply	As per Special conditions of Contract. The contract shall remain valid for one year.
1.2.5	Pre-Bid Meeting	19.02.2016 at 15.00 hrs
1.2.6	Last date and time for Submission of bid	04.03.2016 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	04.03.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.8	Place of submission of bid	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Website Hosting	From 12.02.2016 (1500 hrs) on www.bcplonline.co.in , www.gaintenders.in and http://eprocure.gov.in/cppp/
1.2.11	Contact Person	Amrisha Rajkhowa, Sr. Officer (C&P) E-mail: arajkhowa@bcplindia.co.in Ph. No. +91-373-2914609/35/36

EMD* : Rs. 94000 (THROUGH DD/BG IN FAVOUR OF M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT DIBRUGARH).FORMAT OF BANK GURANTEEE TOWARDS EMD IS ENCLOSED WITH TENDER.

*MSEs SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER AND DETAILED COPY OF REGISTRATION TO BE SUBMITTED.

UNDERTAKING: AN UNDERTAKING (BY THE BIDDERS WHO QUOTES BY DOWNLOADING THE TENDER FROM WEB SITE) ON THEIR LETTER HEAD STATING THAT “THE CONTENTS OF THE TENDER DOCUMENT HAVE NOT BEEN MODIFIED OR ALTERED BY M/S(NAME OF THE BIDDER WITH COMPLETE ADDRESS). IN CASE, IT IS FOUND THAT THE TENDER DOCUMENT HAS BEEN MODIFIED / ALTERED BY THE BIDDER, THE BID SUBMITTED BY THE M/S (NAME OF THE BIDDER) SHALL BE LIABLE FOR REJECTION.

Offers should be submitted separately in two parts in sealed envelopes super scribed with the tender no., due date, item and nature of offer (Un-priced / Priced).

PART-I: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page.**

PART-II: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –XI).

The two envelopes containing Part-I and Part-II shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender’s name and address.

Tender through Fax / Telex / Telegram / e-mail shall not be considered.

2. BIDDERS ELIGIBILITY/EVALUATION CRITERIA (BEC):

- I) Bidder should be a manufacturer / OEM or authorized distributor / dealer of the quoted items. In case, bidder is an authorized manufacturer it must submit valid notarized documentary evidence for being a manufacturer [i.e, ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer.
- II) The Bidder must have executed a single order for supply of carrier gas of minimum basic order value of Rs. 8,94,000.00 in preceding seven (07) years from bid opening date
In support of above, following documents valid as on final due date of bid submission to be submitted along with bid duly attested/notarized by Notary Public with legible stamp:
 - i) Copy of complete Purchase order clearly indicating the order value
 - ii) Copy of the execution proof clearly establishing cross reference with above purchase order. Any of the following documents to be submitted as the execution proof:
 - (i) Invoice/delivery challan along with payment receipts,
 - (ii) Inspection report duly accepted by end user or consultant of end user
 - (iii) PO execution certificate from end user or consultant of end user,

(iv) Any other documents clearly evidencing execution of submitted purchase order

A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

If the above points do not comply in the bid documents, the offers won't be considered for evaluation.

NON-COMPLIANCE TO BEC SHALL RENDER THE BID LIABLE FOR REJECTION.

3. PRICE BASIS:

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).

4. DELIVERY/COMPLETION SCHEDULE:

As per Special conditions of Contract. The contract shall remain valid for one year. Date of LR will be treated as the date of delivery.

5. VALIDITY PERIOD OF OFFER:

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

6. CONSIGNEE ADDRESS:

BRAHMAPUTRA CRACKER & POLYMER LTD.
CONTRACTS AND PROCUREMENT DEPARTMENT (C&P)
CENTRAL WARE HOUSE, PO – LEPETKATA
DIBRUGARH-786006, ASSAM

PARTY SHOULD CONFIRM THE EXACT DELIVERY DATE WELL IN ADVANCE BEFORE DELIVERY.

7. TERMS OF PAYMENT:

For Indian Bidder:

100% Payments through bank against dispatch document (after deduction of applicable PRS)

ANY OTHER TERM – REJECTION.

8. PRICE REDUCTION SCHEDULE (PRS):

PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER COMPLETE WEEK OF DELAY OR PART THEREOF SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.

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9. GUARANTEE / WARRANTEE&THIRD PARTY INSPECTION:

As per Technical Note– Annexure –I.

10. FIXED PRICE:

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

11. TRANSIT INSURANCE:

Shall be in the scope of supplier.

12. FREIGHT & PACKING - FORWARDING CHARGE:

Should be inclusive of the quoted rates.

13. LATE BIDS:

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

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

14. OPENING OF PRICE BIDS:

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

15. AWARD CRITERIA AND EVALUATION METHODOLOGY:

The OWNER will award the contract to the techno-commercially successful bidder whose bid has been determined to be the lowest evaluated on **ITEM WISE BASIS**.

The evaluated price of all the bidders shall be compared together to arrive at the lowest offer **as per clause no. 6 of SCC.**

16. SECURITY DEPOSIT:

NOT APPLICABLE

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

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

18. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

19. JURISDICTION OF COURT:

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

20. ARBITRATION:

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

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

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

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

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

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

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

❖ In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914609 / email – arajkhwa@bcplindia.co.in. Corrigendum/addendum incorporating the clarifications, if any, will be issued to the prospective bidder/ who have submitted Annexure – II over mail and subsequently will be uploaded in website.

THANKS & REGARDS,

FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED

AMRISHA RAJKHOWA

SO (CONTRACTS & PROCUREMENT)

For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**

arajkhwa@bcplindia.co.in

Ph-0373-2914635

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/483/AR

Procurement Of Carrier and Fuel Gases in BCPL Lepetkata.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 04.03.2016

Date and time for opening of bids: 15.00 hrs (IST) on 04.03.2016

From:

To:

	CONTRACTS AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

CUT-OUT SLIP

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	CONTRACTS AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING ,, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
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(To be pasted on the outer envelope containing envelopes Part-II)

Technical specification

Specifications for Carrier and Fuel Gases

1) Helium Gas

Purity:	99.999 %(Minimum)
O ₂	< 2 ppm
H ₂ O	< 2 ppm
CO + CO ₂	< 0.5 ppm
THC	< 0.5 ppm
Cylinder Capacity	: 47 Ltrs WC
Cylinder Pressure	: Min 140 kg / cm ²

2) Hydrogen Gas:

Grade	: Instrument (Gas Chromatograph)
Purity	: 99.999 % (Min)
O ₂	< 2 ppm
H ₂ O	< 2 ppm
CO + CO ₂	< 0.5 ppm
THC	< 0.2 ppm
N ₂	< 5 ppm
Cylinder Capacity	: 47 Ltrs WC
Cylinder Pressure	: Min 140 kg / cm ²

3) Argon Gas:

Grade	: Instrument (Gas Chromatograph)
Purity	: 99.998 % Minimum
O ₂	< 2 ppm
H ₂ O	< 2 ppm
CO + CO ₂	< 0.5 ppm
THC	< 0.5 ppm
Cylinder Capacity	: 47 Ltrs WC
Cylinder Pressure	: Min 140 kg / cm ²

4) Oxygen:

Grade	: Instrument (TOC and Sulphur & Chloride analyser)
Purity	99.99 % Minimum
H ₂ O	< 2 ppm
THC	< 2 ppm
Ar	< 10 ppm
CO + CO ₂	< 1 ppm
Cylinder Capacity	: 47 Ltrs WC
Cylinder Pressure	: Min 140 kg / cm ²

5) Zero Air (21 % O₂ + 79 % N₂) Purity : 99.99 %(Minimum)

H₂O < 4 ppm

THC < 3 ppm

CO + CO₂ < 1 ppm

Cylinder Capacity : 47 Ltrs WC

Cylinder Pressure : Min 140 kg / cm²

6) Nitrogen

Purity 99.999% (minimum)

O₂ < 2 ppm

H₂O < 2 ppm

CO + CO₂ < 1 ppm

THC < 0.5 ppm

Cylinder Capacity : 47 Ltrs WC

Cylinder Pressure : Min 140 kg / cm²

7) 20%OXYGEN +80% Argon (99.999 % Pure)

Cylinder Capacity : 47 Ltrs WC

Cylinder Pressure : Min 140 kg / cm²

Cylinder Type : Carbon Steel

8) P-10

Methane 10% (Purity 99.995 % Min)

Argon 90% (Purity 99.995 % Min)

Cylinder Capacity : 47 Ltrs WC

Cylinder Pressure : Min 140 kg / cm²

Cylinder Type : Carbon Steel

P.T : ± 5 %

C.A : ± 2 %

Note :

1. All impurities are on v/v basis.
2. Rent free period 180 days

Sl. No	SPECIAL CONDITIONS OF CONTRACT	Bidder Confirmation
1	Bidder shall use 47 liter (WC) capacity cylinders for supply of required gases. The bidder shall use gas cylinders of specifications & makes as specified in Gas Rules, 2004 or which are duly approved and stamped by CCE or his authorized representative.	
2	Gas cylinders to be used for supply, transportation & storage of gases shall be fitted with valves manufactured as per IS: 3224 and duly approved by CCE or his Authorized representative.	
3	Bidder shall use 47 liter (WC) capacity cylinders for supply of required gases. The bidder shall use gas cylinders of specifications & makes as specified in Gas Rules, 2004 or which are duly approved and stamped by CCE or his authorized representative.	
4	Gas cylinders to be used for Supply, transportation and storage of gases shall be fitted with valve protection caps to avoid damage to valves during transportation, storage and handling of cylinders.	
5	The bidder shall be required to submit updated record of each gas cylinder (proposed to be used) containing the following information: a. Date of original hydrostatic test or hydrostatic stretch test; b. Cylinder manufacturer's test and inspection certificates	
6	Each gas cylinder shall have appropriate identification colours coding according to IS: 4379 and shall also have proper labelling showing Name of Gas	
7	Each cylinder after filling shall have its valve securely closed so as to prevent any leakage. All cylinders shall be individually tested for leakages before the fitting of Valve guard cap and dispatch to the site.	
8	Free rental period 180 days (rent free period will be calculated date from cylinders receipt in store at BCPL, Lepetkata site. Beyond 180 days.	
9	Staggered delivery in four lots. Each lot of cylinders should be delivered within 20 days from the date of receipt of intimation from BCPL.	
10	Bidder should quote freight charges (inclusive of service tax, if any) from supplier's work to BCPL site at Lepetkata and the same shall be considered for evaluation of bid.	
11	Dispatch of gas filled cylinders from supplier's works to BCPL site at Leepetkata, Dibrugarh, Assam shall be on freight paid basis. Freight charges for the same shall be reimbursed by BCPL against proof of payment to the transporter or else supplier has to raise tax invoice for freight payment subject to minimum quoted charges.	
12	Dispatch of empty cylinders shall be in BCPL's scope and BCPL shall dispatch empty cylinders on freight paid basis upto to the nearest transporter's godown of the supplier's	

	works. Collection of cylinders from nearest transporter godown shall be in supplier's scope.	
13	The bidder have to dispatch the gas cylinder through bank approved transporters only (e.g TCI, ETO, GATI etc) after confirmation by BCPL.	
14	No cylinder holding charges shall be paid by BCPL.	
15	In case bidder intend to supply helium gas in 50 L capacity cylinders, the quantity will be adjusted accordingly.	
16	The bidder should furnish a test certificate from own lab equipped with Gas chromatograph instrument and dew point analyser, necessary proof like P.O of equipment and installation report will be submitted along with the test certificate. OR Vendor will furnish a test certificate from NABL accredited lab. NABL accreditation certificate with scope of the accreditation of the certificate issuing lab will be submitted along with the test certificate.	
17	Non acceptance of any special condition of contract will result in to rejection of Bid.	

SCOPE OF SUPPLY

- a) Supply of carrier & fuel gases as per tender specification at Annexures 1.0.
- b) Packing forwarding and transportation of complete system shall be in the scope of the bidder.

ACKNOWLEDGEMENT CUM CONSENT LETTER

ANNEXURE – II

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

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373–2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

(ii) Telephone Number : _____

(iii) Telefax Number : _____

(iv) Contact Person : _____

(v) E-mail Address : _____

- B) Details of Contact person:

(i) Postal Address : _____

(ii) Telephone Number : _____

(iii) Fax Number : _____

(iv) Contact Parson : _____

(v) E-mail Address : _____

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

Reasons for non-submission of bid:

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____
Seal/Stamp : _____

ANNEXURE – III

LIST OF ENCLOSURES

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

Dear Sir,

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

(SEAL AND SIGNATURE OF BIDDER)

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
Bidder)
Date:

Yours faithfully,
(Signature of Authorized Signatory of

Name:
Designation:
Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno-commercial un-priced and price bid opening.

CONSENT LETTER

(Applicable for outside bidders of Assam and to be submitted along with un- Priced bid)

To,

Sr. Officer (C&P)
Brahmaputra Cracker & Polymer Ltd.
Administrative Building
Ground Floor, P.O. Lepetkata,
Dibrugarh - 786 006, Assam

SUBJECT: Deduction for Entry Tax at source

Dear Sir,

We hereby confirm that, entry tax as applicable shall be deducted at source from our bills as we do not have valid VAT - TIN Registration under Assam VAT Act 2003. Accordingly, M/s. BCPL has to provide Road Permit at the time of dispatch of materials.

(Signature of the bidder)

**FORMAT FOR COMMERCIAL TERMS & CONDITIONS (FOR DOMESTIC
BIDDERS ONLY)**

(Please submit this annexure duly filled, signed & stamped on each page along with your offer)

SL. NO.	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S CONFIRMATION[Accepted/Not accepted)
1.	QUOTED PRICES	FIRM	
2.	DETAIL OF EMD	Rs. 94000/-	DD No..... Dated..... For Rs..... Drawn on..... payable at, SBI Dibrugarh Bank Guarantee No.....dated..... For Rs..... Issued by..... Valid till.....
3.	UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE	AS PER PAGE NO.-4	
4.	Compliance to BEC		
5.	DOCUMENTS SUBMITTED AS REQUIRED ABOVE IN SUPPORT OF MEETING BEC MUST BE DULY NOTARIZED BY NOTARY PUBLIC WITH LEGIBLE STAMP.		
6.	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
7.	CONFIRMATION OF QUOTING FIRM PRICES TILL VALIDITY PERIOD OF OFFERS.	120 DAYS	
8.	BIDDER MUST HAVE VALID SALES TAX REGISTRATION NO. AND SAME SHOULD BE INDICATED IN THE QUOTATION & ATTESTED COPY OF THE SAME TO BE SUBMITTED ALONG WITH THE UN-PRICED BID.		
9.	CONFIRM ACCEPTANCE TO REPEAT ORDER CLAUSE	Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity in the same rate, terms & conditions.	
10.	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
11.	POINT OF DISPATCH		
12.	TERMS OF DELIVERY	Material to be supplied within 60 days from the date of issuance of purchase order	
13.	TRANSIT INSURANCE	BIDDER SCOPE	

14.	PRICE REDUCTION SCHEDULE PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER COMPLETE WEEK OF DELAY OR PART THEREOF SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.		
15.	PAYMENT TERMS	TERMS OF PAYMENT: 100% Payment of the supplied material will be released within 30 days after successful supply and acceptance of the materials for the items in-line with delivery schedule.	
16.	PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT	NOT APPLICABLE	
17.	ARBITRATION/JURISDICTION OF COURT	GUWAHATI	
18.	FORCE MAJEURE	AS MENTIONED IN GCC	
19.	EXCISE DUTY (IN %) (IF APPLICABLE)	AT ACTUAL	@.....% / NIL
20.	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable).		YES/NO
21.	VAT (for bidders of ASSAM) (in %) (if applicable)		@.....% / NIL
22.	CST (for bidders out of ASSAM) (With from C) (If applicable)		@.....% / NIL
	CST (for bidders out of ASSAM) (Without form C) (If applicable)		@.....% / NIL
23.	ECC NO. /EXCISE REGN. NO.	AADCB2356EEM001	(Bidder's)
	CST NO. /ST-TIN NO.	18049926313	(Bidder's)
24.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012		Yes (Certificate Attached)/No
25.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCPTANCE		YES / NO
26.	PLEASE INDICATE FOLLOWING BREAK-UP 1) CENVETABLE EXCISE DUTY. 2) NON- CENVETABLE EXCISE DUTY.		
27.	The Payment against cenvatable portion shall be made at actual against the maximum given at 26.1 above Confirm acceptance. Material supplied will be eligible for CENVAT credit and vendor shall furnish all documents as required to avail the same.		
28.	Cenvatable portion of Excise duty shall be released on receipt of cenvatable document. Confirm acceptance		

29.	Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):- PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page. PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure –XI). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.	YES / NO
30.	DETAILED ADDRESS OF BIDDER	
	CONTACT PERSONS (Name and Designation)	
	PHONE NO. (WITH STD CODE)	
	FAX NO. (WITH STD CODE)	
	E-MAIL ADDRESS	
	MOBILE NUMBER	

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

AGREED TERMS AND CONDITIONS (FOREIGN BIDDER)

(BIDDERS MUST CONFIRM & COMMENT POINT BY POINT)

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE/COMMENTS
1	Documents against BEC	

2	Confirmation that the quoted prices on unit FOB/FCA and CFR/CPT as per price Schedule enclosed and are firm and fixed till completion execution of Purchase Order.	
3	Confirm that materials shall be supplied with Certificate of conformance and one set of standard test data shall for part of shipping document.	
4	Confirmation that the quoted prices are valid for acceptance upto 4 months from the closing date of this enquiry/receipt of offer.	
5	Bidder's name and address with FAX/PHONE No and e-mail id	
6	Country of Origin of Goods offered duly endorsed by relevant Chambers of Commerce.	
7	Confirmation that the quoted prices are in the currency of country of origin of goods.	
8	Confirmation that complete technical literatures/catalogues have been submitted along with offer.	
9	Prices have been filled-up strictly as per Format given at Annexure XI	
10	Shipping net weight and gross weight	
11	Confirmation of acceptance in totality of General Purchase Conditions enclosed.	
12	Confirm acceptance of delivery period (as mentioned in covering letter) from the date of FOI/P.O. (In case, if there is any deviation in shipment date, please specify accordingly)	
13	Confirm acceptance of Price Reduction Schedule: In case of any delay beyond the contractual date of delivery, the total ordered prices shall be reduced by 0.5% (POINT FIVE PERCENT) of the order value of <u>delayed</u> material per week (or part thereof) of delay subject to maximum of 5% (FIVE PERCENT) of the order value, as per GPC.	
14	Confirmation that the material shall be supplied against this tender shall be warranted from the date of use 12 months from the date of operation/use or 18 months from the date of shipment/supply, whichever is earlier.	
15	All Bank charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the Seller.	
16.	DETAIL OF EMD : USD 220	

VII

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

Ref.-----

Bank Guarantee No.-----

Date-----

-

To

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

Dear Sir (s),

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

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

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

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

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

This guarantee shall be irrevocable and shall remain, valid up to----- (This
date should be 150 days (One hundred & fifty days) after the date finally set out for closing of
tender). If any further extension of this guarantee is required the same shall be extended to such
required period on receiving instructions from M/s-----

----- on whose behalf this guarantee is issued.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this --
-----day of -----2013 ----- at -----

WITNESS :

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____

**CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

Ref.:

Bank Guarantee No.:

Date:

To,

Brahmaputra Cracker & Polymer Limited
Dibrugarh, Assam. INDIA

Dear Sirs,

In consideration of the Brahmaputra Cracker & Polymer Limited (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s _____ having principal office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply by issue of OWNER / PURCHASER's Purchase Order No. _____ dated _____ and the same having been accepted by the Seller resulting into CONTRACT for supplies of materials/equipments as per above referred Purchase Order having a total value of Rs. _____ for the complete supply of materials/equipments and the SELLERS having agreed to provide a Contract Performance and warranty guarantee for faithful performance of the aforementioned Contract and warrantee quality _____ to Owner/Purchaser.

We (bank) _____ having Head Office at (hereinafter referred to as the Bank, which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the OWNER/PURCHASER on demand any and all moneys payable by the Seller to the extent of 10%(ten percent) of the Contract Prices as aforesaid at any time up to _____ without a reference to the SELLER.

Any such demand made by OWNER/PURCHASER on bank shall be inclusive and binding not withstanding any difference between OWNER/PURCHASE and SELLER discharges this guarantee. OWNER/PURCHASER and SELLER or any dispute pending before any Court, Tribunals, arbitrators or any other Authority.

The bank undertakes not to revoke this guarantee during its currency without previous consent of OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee from time to time to extend the time for performance by SELLER of the afore mentioned CONTRACT, OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned

CONTRACT between OWNER/PURCHASER and SELLER or any other course of or remedy or security available to OWNER/PURCHASER. The BANK shall not be released of its obligations under these presents by any exercise by OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of OWNER/PURCHASER or any other indulgence shown by OWNER/PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect or relieving the BANK. The BANK also agrees that OWNER/PURCHASER at its option shall be entitled to enforced

this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against SELLER and notwithstanding any security or other guarantee that OWNER/PURCHASER may have in relation to the SELLER'S liabilities.

Notwithstanding anything contained herein above our liability under this Guarantees restricted to Rs. / US\$ / EURO_____ (Rs. / US DOLLAR / EURO _____) AND it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this Guarantee has been given.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Delhi Courts.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the seller 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 seller to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__

We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney/Resolution of the Board of Directors dated _____ accorded to him by the bank.

Dated The _____ day of _____ 20__

WITNESS:

(SIGNATURE)
NAME

(NAME)

(OFFICIAL SEAL)

(SIGNATURE)
NAME

BANK RUBBER STAMP

Designation with bank stamp
Plus Attorney as per Power
Of Attorney/Resolution Board of
Directors

Date:

INSTRUCTIONS TO BIDDERS

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

A. INTRODUCTION

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. SCOPE OF BID:

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

2. ELIGIBLE BIDDERS:

- 2.1 Bidders shall, as part of their bid, submit a written **power of attorney** authorizing the signatory of the bid to bind the bidder.
- 2.2 This Invitation for Bids is open to any bidder.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.4 If not covered in BEC, the bid should be from actual manufacturers. The bids from sole selling agents / authorized distributors/ authorized dealers/ authorized supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorize them to market their product, provided further such an authority letter is valid at the time of bidding. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier.

- 2.5 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.6 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.7 The bidder is not put on holiday by BCPL or black listed by any PMCs of BCPL/Government Department/ Public Sector including BCPL.

3. **ONE BID PER BIDDER:**

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

4. **BID EVALUATION CRITERIA:**

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

5. **COST OF BIDDING:**

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

B. BIDDING DOCUMENTS

6. Content of Bidding Documents:

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

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

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

7. **CLARIFICATION OF BIDDING DOCUMENTS:**

- 7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than the date of **Pre-Bid meeting/10 days prior to the deadline (in exceptional case)** for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders

who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Purchaser, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

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

8. AMENDMENT OF BIDDING DOCUMENTS:

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

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

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

C. PREPARATION OF BIDS

9. LANGUAGE OF BID:

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

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

10. DOCUMENTS COMPRISING THE BIDS:

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

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

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

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

- (A) 'Covering Letter' on Bidder's 'Letter head'
- (B) Tender Fee (Not applicable in this Tender)
- (C) Original EMD / Bid Security
- (D) Documents against BEC (Refer Appendix -1 to IFB)

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

PART-II: PRICE BID [PRICE SCHEDULE]

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

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

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

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

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

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

11. BID FORM & PRICE SCHEDULE:

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

12. BID PRICES:

- 12.1 The bidder shall indicate on the appropriate format for “Price Schedule” enclosed as part of Bidding Document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.2 **Indian Bidders** shall indicate the following separately (as per Price Schedule, Part-II)

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

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

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

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

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

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

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

13. BID CURRENCIES:

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

- 13.2 Foreign bidders may submit bid in home currency of bidder's country or in US Dollars / EURO or in any other currency.
- 13.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of ITB Clause 13.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.
- 13.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation.

14. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 14.1 Bid Evaluation Criteria (As per IFB)
- 14.1.1 Pursuant to evaluation Criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid evaluation criteria.
- 14.2 Bidders Eligibility Criteria
- 14.2.1 The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 14.2.2 The documentary evidence of the bidder's qualifications to perform the contract if his bid is accepted, shall establish to the PURCHASER'S satisfaction:
- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
 - b) that the Bidder has the financial, technical and production capacity necessary to perform the contract;
 - c) that, in case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 14.2.3 The PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract. An affirmative determination will be pre-requisite for award of the Contract.
- 14.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money deposit.
- In case the information / document furnished by the vendor / contractor forming the basis of evaluation of his bid is found to be false / forge after award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor /contractor without any prejudice to the rights available to BCPL under the contract such as forfeiture of CPBG/security Deposit, withholding of payment etc.

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

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

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

- 15.1 Pursuant to ITB Clause 10, the bidder shall furnish, as part of the bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 15.2 The documentary evidence of the goods and services' conformity to the Bidding Documents may be in the form of literature, drawings or data, and shall furnish:
- a) Detailed description of the essential technical and performance characteristics of the goods;
 - b) a clause-by-clause commentary on the PURCHASER'S Technical specifications demonstrating the goods and services' substantial responsiveness to the specifications.
- 15.3 For purpose of the commentary to be furnished under Clause-15.2 above, the bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers, designated by the PURCHASER in its Technical Specifications are intended to be descriptive only and not restrictive.

16. PERIOD OF VALIDITY OF BIDS:

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

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

- 17.1 Pursuant to ITB Clause-10, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker and Polymer Limited, payable at

State Bank of India, Lepetkata Dibrugarh (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

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

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

- 17.4 Any bid not secured in accordance with ITB Clause 17.1 and 17.3 may be rejected by the PURCHASER as non-responsive.
- 17.5 Unsuccessful bidder's bid security will be discharged/returned ,as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the PURCHASER, pursuant to ITB Clause-16.
- 17.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-39 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-40.
- 17.7 The bid security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity.
 - b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Purchase Order in accordance with ITB Clause-39 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause-40.0
 - iii) to accept correction of errors pursuant to ITB Clause-29.0
 - c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
 - d) If bidder is involved in fraudulent practice, submitted forged document or falls/wrong & incorrect information in the tender.
- 17.8 Bid Security should be in favour of BCPL and addressed to BCPL. Bid Security must indicate the **Bid Document number and the Subject of Tender** for which the bidder is quoting. This is essential to have proper co-relations' at a later date. The Bid Security in the form of Bank Guarantee shall be in strictly the format provided in the Bidding Document, failing which bid shall be rejected at any stage.
- 17.9 For Domestic Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items upto the monetary limit they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

18. PRE-BID MEETING:

- 18.1 The bidder(s) or his designated representative, who are interested to submit their bid are invited to attend a pre-bid meeting which will take place at **BCPL, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam)** India on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by fax to reach BCPL's office not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following sub-clause.
- 18.4 The salient queries raised and the responses thereof will be transmitted (without identifying the sources of the question) through an Addendum/Corrigendum.
- 18.5 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- 19. AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE:**
- 19.1 BCPL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/ Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/ Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/ Associate in India.
- 19.2 In the event bidder is having as Agent/ Consultant/ Representative/ Retainer/ Associate/ servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/ Consultant/ Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative/Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to BCPL. Such remuneration/commission will be paid by BCPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of BCPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/principal and their Agent/Consultant/ Representative/Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/ Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee.

- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/ Consultant/ Representative / Retainer /Associate.

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

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

D. SUBMISSION OF BIDS

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

21. DEADLINE FOR SUBMISSION OF BID:

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

22. MODIFICATION AND WITHDRAWAL OF BIDS:

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

E. OPENING AND EVALUATION OF BIDS

23. BID OPENING:

23.1 UNPRICED TECHNO-COMMERCIAL BID OPENING:

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

24. PROCESS TO BE CONFIDENTIAL:

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

25. CONTACTING THE PURCHASER

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

26. PRELIMINARY EXAMINATION OF BIDS:

- 26.1 Techno-Commercial Bid Evaluation

- 26.1.1 The PURCHASER will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 26.1.2 Prior to the detailed evaluation, the PURCHASER will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For purposes of this determination, a responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without deviations, objections, conditionality or reservations.
- 26.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids do not contain any exception to the conditions and stipulations of the Bidding Documents shall be opened.
- 26.1.4 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 26.2 Requisite forms contain all necessary information including those required for meeting qualifying criteria stipulated in the Bidding Document.

27. PRICED BID OPENING:

- 27.1 The Purchaser shall inform the time, date and venue for priced bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 27.2 The PURCHASER will open priced bids of all bidders notified to attend priced bid opening, in the presence of authorized bidders' representatives. The bidders' representatives, who are present shall sign bid-opening register evidencing their attendance.
- 27.2 The bidders' names, bid prices, and such other details as the PURCHASER, at its discretion, may consider appropriate will be announced at the opening.

28. ARITHMETIC CORRECTIONS:

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

- 28.1 In case of any discrepancy between prices in words and prices in figures, the rate corresponds to the amount worked out by the bidder (by multiplying the quantity and rate) shall be taken as correct and shall be valid and binding.
- 29.2 When the unit rate quoted by the bidder in figures and words tallies but the amount is incorrect, the unit price alone shall be considered valid and binding on the Bidder.
- 29.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purpose.

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

29. CONVERSION TO SINGLE CURRENCY:

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

30. EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

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

32. Purchase Preference:

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

F. AWARD OF CONTRACT

33. POST QUALIFICATION:

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

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

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

34. AWARD CRITERIA:

34.1 Subject to ITB Clause 27, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

35. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

PURCHASER reserves the right at the time of award of ORDER to increase or decrease by upto 15 % the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

36. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

PURCHASER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for the PURCHASER'S ACTION.

37. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE:

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

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

37.3 Upon the successful bidder's furnishing of contract performance bank guarantee, pursuant to ITB Clause-40, the PURCHASER will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to ITB Clause-17.

38. ACCEPTANCE OF PURCHASE ORDER:

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

39. PERFORMANCE GUARANTEE:

39.1 Within 15 days of the receipt of the notification of award / Fax of Intent/ Fax of Acceptance from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with Clause 12 of General Conditions of Contract (GCC-Goods) in the form provided in the bidding documents. The amount towards performance guarantee shall be in the currency of the Contract.

39.2 The performance guarantee shall be for an amount indicated in "Technical Specifications & Scope of Work" of the value of the contract towards faithful performance of the contractual obligations and performance of equipment. This Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Clause-12 of General Conditions of Contract (GCC-Goods).

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

40. INCOME TAX LIABILITY:

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

41.0 CORRUPT OR FRAUDULENT PRACTICES:

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

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
- b) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

42.0 REPEAT ORDER

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

43.0 ORDER OF PRECEDENCE:

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

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

44.0 DEBARRING AN “ERRANT” BIDDER(S) FROM TENDERING PROCESS:

In case after price bid opening, the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in the bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the subject job(s)/item(s).

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated Tender Issuing Officer in BCPL or directly with the IEMs on the panel c/o Chief Vigilance Officer, BCPL, Lepetkata, Dist. Dibrugarh, Assam.

45.0 SUBMISSION OF FALSE/FORGED DOCUMENTS:

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

- b. In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c. In case the issue of submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d. Further, such bidder/vendor/contractor shall be put on Banned/Holiday List of BCPL debarring them from future business with BCPL

46.0 ROAD PERMITS (AS APPLICABLE):

For issue of Road Permit Seller shall inform BCPL with details:

Profoma Invoice with following details are also required to get Road Permit

- (i) Place of despatch
- (ii) Date of despatch
- (iii) Quantity and Description of material
- (iv) Value of material
- (v) Expected date of delivery at site
- (vi) CST, Excise duty
- (vii) Freight
- (viii) Other taxes if any for each dispatch

47.0 REASON FOR REJECTION:

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

48.0 Corrupt or Fraudulent Practices

Definitions:

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

A2 "Fraudulent Practice" means and include any act or omission committed by 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 Employer of the benefits of free and open competition.

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of

work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other

tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

49 Misc.

49.1 A new clause in General Conditions of Contract has been appended as under:

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

50. In case L1 bidder backs out, BCPL reserve the right to re-tender.

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PREAMBLE TO SCHEDULE OF RATES

- 1 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 2 The benefit of Cenvat credit of Excise Duty quoted in shall be considered for evaluation of bids. Cenvatable Excise Duty Component mentioned shall be considered as mandatory discount. The Cenvatable Excise Duty shall be reimbursed to the Contractor upon submission of original Cenvatable documents as required to enable Owner to claim Cenvat benefit.
- 3 TAXES & DUTIES SHOULD BE MENTIONED AS PER SOR OR ELSE WILL BE CONSIDERED AS INCLUSIVE.
- 4 DELIVERY – F.O.R. AT BCPL, DIBRUGARH.
- 5 THE QUOTED RATES SHOULD BE INCLUSIVE OF INSTALLATION, PACKING & FORWARDING CHARGES, and FREIGHT CHARGES & TRANSIT INSURANCE.

UN-PRICED BID (PART-I)

SCHEDULE OF RATE (SOR)

Sl no	Material code	Description of items	UOM	Qty.	Unit Rate (Rs)		P&F charges (...%),Rs	Excise Duty (...%),Rs	CST (against form-C)/ VAT (...%),Rs	Freight up to lepetkata (...%),Rs	Minimum amount of cenvat credit passed on to BCPL (Rs)	Total unit rate FOT Lepetkata ,Rs	Total amount = TOTAL UNIT RATE x QTY.
					In fig	In words							
	a	b	c	d	e	f	g	h	i	j	k	l =e+g+h+i+j-k	m= l x d
1	9026020073	Helium	No	200	Do not quote(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
2	9026020083	Hydrogen	No	80	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
3	9026020033	Nitrogen	No	50	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
4	9026020063	Argon	No	50	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
5	9026020023	Zero Air	No	20	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
6	9026020053	Oxygen	No	20	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
7	9026020093	Oxygen+Argon	No	20	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
8	9026020043	P-10	No	4	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)	(DNQ)
	GRAND TOTAL (Rs.)												Do not quote

PRICED BID (PART-II)

	GRAND TOTAL (Rs.)	
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