



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/2015/S/398/MD

Date: January 7, 2016

To,

BID DOCUMENT FOR PROCUREMENT OF METHANOL FOR ECU , GSU & C2+ RECOVERY UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

LIMITED DOMESTIC COMPETITIVE BIDDING

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

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam
Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)
Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

INDEX

1.	Section -IA	Request for quotation(RFQ)	
2.	Section -IB	Cut Out slips	
3.	Section -II	Instruction to Bidders (ITB)	
4.	Section -IIIA	General Condition of Contract –Goods (GCC-Goods)	
5.	Section –IIIB	Special Condition of Contracts (SCC)	
6.	Section IV Formats	F-1: Acknowledgment cum consent letter	
		F-2 Bidder General Information	
		F-3 Bidder's queries for Pre-Bid Meeting	
		F-4 Bid Form	
		F-5 Check List	
		F-6: No Deviation Confirmation	
		F-7: Proforma of Bank Guarantee for Guarantee for Bid Security / EMD	
		F-8: Proforma of Bank Guarantee for Contract Performance	
		F-9: Agreed Terms & Conditions	
8.	Section -V	Technical Specification	
9.	Section –VI	Price Schedule (NON QUOTE SOR)	
		Price Schedule (QUOTE SOR)	

REQUEST FOR QUOTATION (RFQ)

SECTION IA

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under **TWO BID system** for supply of Methanol for ECU, GSU & C2+ RECOVERY UNIT of Brahmaputra Cracker and Polymer Limited, Lepetkata, Dist.-Dibrugarh (Assam), 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 Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered.
1.2.2	Bid Document No.:	BCPL/DIB/C&P/2015/S/398/MD
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT- SECTION IIIB of tender
1.2.4	Pre-Bid Meeting	14.01.2016 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	29.01.2016 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	29.01.2016 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
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs. 28000/-(Rupees Twenty Eight Thousand only)
1.2.9	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Sh. M J Duarah (Contracts & Procurement) E-mail: mjduarah@bcplindia.co.in Ph. No. +91-373-2914635 Mobile: 9435139382

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

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

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

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

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

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

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

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

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

2. BIDDERS ELIGIBILITY/EVALUATION CRITERIA:

TECHNICAL

- a. The bidder should be either be a manufacturer or authorized dealer / Distributer of the offered items (Methanol).

Bidder should furnish the following documents to meet the technical criteria:-

- i) In case of manufacture: Bidder must submit copy of ISO certificate / Excise registration certificate / certificate issued by Statutory Authority / NSIC certificate or any equivalent certificate.
- ii) In case of Authorized dealer / Distributer of manufacture: Bidder must submit a copy of authorized stockiest / Authorized Distributer / Authorized Dealer certificate issued directly by manufacture.

Above documents must be attested by gazette officer / notarized by notary public.

- b. Bidder should have successfully supplied 25 MT of METHANOL or order value not less than **Rs.7,07,850.00 (Rupees Seven Lacs Seven Thousands Eight Hundred and Fifty only)** in a single purchase order in the preceding 07 years to any department under central / state Govt. of India / Indian PSU / Govt. Organization / private limited company / public limited company.

Bidder should furnish the following documents to meet the technical criteria:-

- i) One purchase order.
- ii) Completion certificate for the Purchase order furnished (execution certificate issued from purchaser / copy of invoice / delivery / LR challan along with payment receipt for the PO, copy of letter / MoM from end user / client stating that PO was successfully executed, execution certificate from client / end user against PO, inspection clearance report from client / end user / appointed inspection agency of the client against the PO, final bill payment certificate, payment certificate against the invoice & proof of it's payment/inspection note etc. or any other document.)

Above documents must be attested by gazette officer / notarized by notary public.

c. *However bids of Joint venture / consortium are not acceptable.*

d. *A job executed by a bidder for its own plant/project cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, job execution for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder toward payment of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.*

3. TECHNICAL SPECIFICATION :

Refer SECTION IV.

4. EARNEST MONEY DEPOSIT / BID SECURITY:

Rs. 28,000/- [For details refer clause no. 10 and clause no. 17 of ITB i.e., instruction to bidders-SECTION II of tender]

5. 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.

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

7. SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

8. PUBLIC PROCUREMENT POLICY (PPP), 2012

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

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

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

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

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

9. PRE BID CONFERENCE:

A pre bid conference shall be held with bidders to have a detail discussion on specification, scope of work, service or any special requirement etc. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

10. PRICE BASIS:

FOT, SITE Basis at BCPL, Lepetkata, Dibrugarh.

11. DELIVERY/COMPLETION SCHEDULE:

REFER SPECIAL CONDITION OF CONTRACT-SECTION IIIB of tender

12. VALIDITY PERIOD OF OFFER:

The **period of validity** of the quotations should **not be less than 90 days** from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

13. VAT / CST No.:

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

14. GENERAL

- **Bidders can download the bid document from BCPL's website www.bcplonline.co.in and GAIL's website www.gailtenders.in. Corrigenda/Addenda, if any, shall also be available on the referred website. Further, bidder shall give an undertaking on their letter head that the content of the bidding document have not been altered or modified.**
- No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
- **Tender Fee:** Not Applicable
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

15. SECURITY DEPOSIT:

10 % of the ordered value (Excluding taxes and duties) to be submitted either in the form of BG or DD. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC-Goods Clause No. 12)

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

17. INSURANCE:

Transit Insurance shall be arranged and paid by the Purchaser. The supplier shall send advance intimation of shipment for this purpose & detailed addresses of our underwriter as below:

**M/S. NATIONAL INSURANCE CO. LTD.,
R.K.BORDOLOI PATH, DIBRUGARH-786001,
STATE- ASSAM (INDIA)
TEL. NO.: +91 373-2326339
FAX NO.: +91 373-2324409
MOBILE NO.: +91 94351 80034(M); 84040 50068(M)
E-MAIL: 200300@nic.co.in; antara.saikia@nic.co.in
(POLICY NO. 200300/44/13/5050000002)**

18. Entry Tax: Not Applicable.

19. Fall Clause: Not Applicable.

20. DESPATCH INSTRUCTION:

Delivery of 50 MT of Methanol shall be done in tankers of suitable capacity with valid CCE/ fitness certificate on staggered basis. Material shall be dispatched within 1 week from the date of intimation from BCPL after placement of order. Such intimation shall be given within one (1) year from the date of placement of order.

21. TERMS OF PAYMENT:

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

22. PRICE REDUCTION SCHEDULE (PRS):

The supplies are to be made strictly as per the dates indicated in the schedule give in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction schedule shall be applicable @0.5% per week or part thereof on the value of undelivered portion of supply (after accommodating the quantity tolerance allowed) subject to a maximum (ceiling) of 5% of total order value will be applicable. The “Value of undelivered portion of supply” shall be excluding taxes and duties but including freight.

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

23. 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.

24. 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.

25. OPENING OF PRICED BIDS:

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

26. AWARD CRITERIA:

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

27. 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.

28. 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.

29. 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.

30. FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure

conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

31. REJECTION CRITERIA:

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD/Bid Bond
- iii) Scope of work
- iv) Technical Specifications
- v) Price Schedule
- vi) Delivery / Completion Schedule
- vii) Period of Validity of bid
- viii) Price Reduction Schedule
- ix) Performance Bank Guarantee / Security Deposit
- x) Guarantee/Warranty of material/work
- xi) Arbitration / Resolution of Dispute
- xii) Force Majeure
- xiii) Applicable Laws
- xiv) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

32. LOADING CRITERIA:

A. Price Reduction Schedule (PRS) for delayed delivery

- (i) If bidder accepts PRS clause of tender – No Loading
- (ii) If bidder quotes PRS @ 0.5% of total order value per week of delay or part thereof subject to maximum of X % (specified by bidder), then loading shall be done by (5-X) %
- (iii) Other than above, loading will be done by 5%.

B. Submission of SD-cum-CPBG

- (i) If bidder accepts SD-cum-CPBG clause as per tender - No Loading
- (ii) If bidder agrees to submit SD-cum-CPBG for a percentage 'X' of total order value, then price shall be loaded by (10-X)%
- (iii) If bidder do not accepts CPBG clause of tender – Loading of max 10%

C. Payment terms for Domestic bidders:

- (i) If bidder accepts payment clause of tender – No Loading
- (ii) 90% through Bank & balance 10% within 30 days – 1%

- (iii) 100% through Bank – 2%

33. 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)

34. All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Consignee Address:

**Office of the Manager (C&P)
Central Ware House Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914611/609**

Yours faithfully,

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

**M J Duarah
Dy. Manager (Contracts & Procurement)
E-Mail: mjduarah@bcplindia.co.in
Ph no: 0373-2914635/+919435139382**

NB:

1) An undertaking (by the bidders who quotes by down loading the tender from web site) 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".

2) Bidder who quotes by downloading the tender from website, necessary tender fees to be submitted along with the unpriced bid. (Not applicable in this tender)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/398/MD

**Item: SUPPLY OF METHANOL FOR ECU, GSU & C2+ RECOVERY UNIT OF
BCPL, LEPETKATA, DIBRUGARH**

**Due Date & Time
of bid submission: 29.01.2016 Up-to 14.30 hrs. (IST)**

**Date and time
for opening of bids: 29.01.2016 Up-to 14.30 hrs. (IST)**

From:

to:

	OFFICE OF THE DGM (C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/2914611
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

CUT-OUT SLIP

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Date and time

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From:

to:

	OFFICE OF THE DGM (C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/2914611
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(To be pasted on the outer envelope containing envelopes Part –I)

CUT-OUT SLIP

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

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

CONTENTS

Table of Clauses

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

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 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 Schedule of Rates and Technical specification.
- 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.

2.0 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 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 Global notice of RFQ, 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 Government Department/ Public Sector including BCPL.

3.0 **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.

4.0 **Bid Evaluation Criteria:**

Not applicable.

5.0 **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

6.0 **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.	Request for Quotation (RFQ)
Section IB	Cut-Out Slip
Section II	Instruction to Bidder (ITB)
Section IIIA	General Conditions of Contract-Goods (GCC-Goods)
Section IIIB	Special Conditions of Contract
Section IV	Forms and Formats
Section V	Technical Specification
Section VI	Schedule of Rates

6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for Quotation (RFQ) 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.

7.0 **Clarification of Bidding Documents:**

7.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing 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 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.**]*

8.0 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 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

9.0 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.

10.0 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) Original EMD / Bid Security
 - (C) Documents against BEC
 - (D) Blank Price Schedule (i.e. price schedule format without the prices/rates but mentioning **“QUOTE/NOT QUOTED”**) towards proof of submission of prices as per price schedule in **“Price Bid (Part-II)”** submitted separately
 - (E) Format of AGREED TERMS & CONDITIONS (F-9) duly filled-in
 - (F) All other Forms & Format of Section IV (including F1, F2, F3, F4, F5, F6, F-7, F-8, F-9.) duly filled
 - (G) Complete Tender Document duly signed
 - (H) All technical and commercial details other than the rate/price, bidder willing to submit
 - (I) Any other information/details required as per bidding document including addendum /corrigendum to this bidding document, if issued.
 - (J) Material Safety Data Sheet (MSDS).

***EARNEST MONEY DEPOSIT / BID SECURITY: {to be enclosed with the envelope containing Part-I (Un-priced bid / Techno-commercial Bid)}**

Rs. 28000/- to be paid in the form of Demand Draft / Banker Cheque / BG in favour of Brahmaputra Cracker and Polymer Ltd., payable at Dibrugarh. For details refer clause no. 17 of instruction to bidders-SECTION II of tender.

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

□ **PART-II: PRICE BID [PRICE SCHEDULE]**

Priced Bid shall contain only prices mentioned in all Field/Box strictly in the “Price Schedule” format Section- VI of tender duly signed

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.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for placement of order and the same will be conclusive and binding on the bidder.

11.0 Bid Form & Price Schedule:

11.1 The bidders shall complete the Bid Form and appropriate Price schedule furnished in the Section VI 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.

12.0 Bid Prices:

12.1 The bidder shall quote prices on the appropriate format for “Price Schedule” enclosed as part of Bid Document.

12.2 Any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt. Authorities and after ascertaining it's applicability w.r.t. the contract.

12.3 The bidder shall quote the price for item in the Price Schedule after careful analysis of cost involved for the supply considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the supply as per scope of supply, specifications, standards, GCC, SCC or any other part of

Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

12.4 Sales Tax form and Cenvatable invoice:

- a) BCPL will issue form “C” against inter-state transaction.
- b) Bidders are required to provide CENVATABLE invoices with respect to Excise Duty (if applicable) in all cases which shall be raised as per the details provided in detailed Order/Letter of Acceptance.

12.5 PRICE BASIS & SCOPE

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

i) Supplies:

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

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

ii) Inland Transportation:

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

Unloading of goods at Site(s) shall be in the scope of BCPL.

iii) Bidders shall indicate the following in Price Schedule:

- a) Ex-works price (including packing and forwarding, taxes & duties including custom duty, if any, on component & raw material)
- b) Excise duty including Cess on the finished goods
- c) CST (against form “C”)/VAT on finished goods
- d) Any other taxes, duties, levies, etc. mentioned by bidder in bid
- e) Road freight charges from Seller’s works to Pata inclusive of all taxes, duties, levies including service tax and cess thereon.
- f) The minimum amount of cenvat benefit that bidder will pass on to BCPL

iv) Excise Duty and CST against concessional form which will be payable on the finished goods, if this contract is awarded. Any statutory variation in Excise duty and Sales Tax/VAT on finished goods, if applicable, within the contractual delivery period shall be to BCPL’s account against submission of the documentary evidence.

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

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

cenvat benefit is affected due to statutory change in rate of taxes/duties by Government of India within the contractual delivery period, then BCPL shall reimburse such amount at actual including corresponding increase in CST/VAT or any other component arising out of such increase.
Any decrease in the rate of taxes & duties shall be passed on to the BCPL.

12.3 **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.

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

13.0 Bid Currencies:

13.1 Domestic bidders may submit bid in INR. (Rupees)

14.0 Documents Establishing Bidder's Eligibility and Qualification:

14.1 Bid Evaluation Criteria (As per RFQ)

14.1.1 Pursuant to evaluation Criteria specified in Request for quotation (RFQ) 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 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;

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.

15.0 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.

16.0 Period of Validity of Bids:

16.1 The bid shall remain valid for acceptance for **Three (3) 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 to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by 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.

17.0 EMD / Bid Security:

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

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

17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of BCPL, payable at Dibrugarh, Assam (India) (issued by Indian Nationalized / Scheduled bank or first class International bank)

or in the form of Bank Guarantee as per format F-7 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. 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-40 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-41.

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-40 or

ii) to furnish Performance Guarantee in accordance with ITB Clause-41

iii) to accept correction of errors pursuant to ITB Clause-30.0

c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.

17.8 Bid Security should be in favour of BCPL and addressed to BCPL. Bid Security must indicate the **Bid Document number and the item** for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be in the form provided in the Bidding Document.

17.9 **Exemption of submission of EMD/Bid** bond granted for the following firms against submission of documentary proof.

☐ Public Sector Undertakings.

☐ Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

☐ Small scale Industries units registered with the NSIC, under its single point

18.0 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, ,Central Ware House, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the RFQ.

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 e-mail (**exactly in Format F3**) 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.

19.0 Format and Signing of Bid

19.1 The documents of the bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid, except any catalogues/ literatures shall be signed and sealed by the person or persons signing the bid.

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

20.0 Zero Deviation:

20.1 Bidders to note that this is a **zero deviation tender**. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC- Goods), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of supply, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that BCPL may not seek any technical and commercial clarifications after the receipt of the bids. **Bids with any deviation to the bid conditions shall be liable for rejection.**

D. SUBMISSION OF BIDS

21.0 Sealing and Marking: Please refer RFQ.

22.0 Deadline for Submission of Bid:

22.1 The PURCHASER may, at its discretion, on giving reasonable notice by fax or any written communication or by email 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.

23.0 Late Bids:

23.1 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 offer whether sent directly or submitted by local agent in India

24.0 Modification and Withdrawal of Bids:

24.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

24.2 No bid can be modified after the deadline for submission of bids.

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

E. OPENING AND EVALUATION OF BIDS

25.0 Bid Opening: The Purchaser will open bids (Part-I) including withdrawals and modifications made pursuant to Clause 24 of ITB), at date, time as stipulated in RFQ.

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

26.1 BCPL will open, in the presence of bidders' designated representatives, the un-priced part at date and time as stipulated in RFQ at BCPL's address. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.

26.2 Bidder's names, the presence (or absence) and amount of bid security, and any other such details as the BCPL may consider appropriate will be announced by the BCPL.

27.0 Process to be Confidential:

27.1. 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 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".

27.2 Contacting the Purchaser

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.

28.0 Preliminary Examinations of Bids:

Techno-Commercial Bid Evaluation:

28.1 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.

28.2 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.

28.3 No deviation, whatsoever, is permitted in the Bidding Documents.

28.4 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.

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

The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 29 .Bids not conforming to Bid Evaluation Criteria of RFQ and technical specifications/requirements shall be rejected.

29.0 Priced Bid Opening:

29.1 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.

29.2 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.

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

30.0 Arithmetic Correction

The bids will be checked for any arithmetic errors as follows.

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- (v) When the actual net sum of the individual unit rates i.e. "Unit rate + Excise duty + CST/VAT + Inland freight rate – Minimum amount of Cenvat credit" do not match with the corresponding total unit rate (Column 10 of Price Schedule, Section V, Part B of tender), then the bid shall be evaluated based on the actual net sum of unit rates (i.e. column nos. (4+6+7+8+9)-Column 10)] OR the Total unit rate quoted under column 11 of Section V (Part-B) of tender, whichever is lower. If after evaluation, such bidder is L-I, then order shall also be awarded based on the above evaluation methodology. In case the "Total unit rate" quoted is less than the sum of the individual unit rates, then the quoted "Unit rate" rate shall be adjusted to arrive at the quoted "Total unit rate".
- (vi) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers and does not fall under REJECTION CRITERIA of tender), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items. IF after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall

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

- (vii) IF any unconditional rebate has been offered in the quoted rates, the same shall be considered in arriving at the net tendered amount. No cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- (viii) After the total quoted amount for each tender has been worked out, the financial implications in respect of the retained technical and commercial deviation will be added for evaluation purpose as per terms and conditions declared upfront in the tender documents.
- (ix) If any bidder offers suo-moto discount after opening of un-priced bids but before opening of price bids, such reduction/discounts shall not be considered for evaluation. However, if the bidder happens to be the lowest evaluated bidder without considering such discount then the benefit of discount will be availed at the time of award of work. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications/confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices, such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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

31.0 EVALUATION AND COMPARISON OF BIDS:

The evaluation of all the responsive bids for supplies shall be made as under to arrive at the lowest evaluated offer against each item (Item wise evaluation):

- a. Ex-works price quoted by the bidder
- b. (+) Packing & Forwarding (if any) as quoted (if percentage mentioned, then calculated on a.)
- c. (+) Excise Duty & Educational cess [if percentage mentioned, then calculated on (A+B)]
- d. (+) Sales tax against form C or without concessional Form / VAT [if percentage mentioned, then calculated on (A+B+C)]
- e. (+) Transportation charges up to site as quoted [if percentage mentioned, then calculated on (A)]
- f. **(+) Charges for Installation & Commissioning including service tax (if any)**
- g. (+) Inspection/testing charges or any other charges/taxes/duties mentioned by the bidder in price schedule format.
- h. (+) Commercial/Technical loading, (if any)
- i. **(-) Amount of ED & Service Tax mentioned above or amount of Cenvat benefit against ED and Service tax to be passed on to BCPL, whichever is lower (refer Price schedule).**

In case of statutory changes, the rate of ED & Cess, CST/VAT considered for evaluation shall be prevailing rate as on final date of Un priced Bid opening.

Bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit. In case the % or the amount of cenvat benefit is not mentioned (left blank) then same shall be considered as included and the ED mentioned will be taken as the cenvat benefit to be passed on to BCPL

The evaluated price of all the bidders as above shall be compared together to arrive at the lowest offer as per F.O.T. site basis inclusive of all duties and taxes and freight up to Lepetkata site + Commercial/Technical loading, (if any) (-) cenvat benefit as mentioned above.

NOTE: Price has to be quoted strictly in the price schedule format only with all desired break-up i.e. Ex-works, taxes, duties, freight etc for Indian Bidder. The bid will be rejected in case written as actuals or to pay extra

32.0 Purchase Preference:

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

33.0 Public Procurement Policy from (MSEs):

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

- i) Issue of Tender Documents (in case of Open Tenders) to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L-1 +15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L-1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises

Development Act, 2006, the bidder shall submit the following:

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

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

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

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

34.0 CENTRAL EXCISE DUTY

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

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

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

34.4 The supplies shall be accompanied with proper Excise Invoice as required under the Central Excise Law as applicable on the date of dispatch.

34.5 The bidder shall hand over the proper Invoice to BCPL, Lepetkata in order to enable BCPL to avail CENVAT Credit. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to BCPL, wherever applicable. In case BCPL losses any benefit/amount of CENVAT Credit, due to any fault of the bidder (eg. non submission of proper invoice timely), which could otherwise have been availed by BCPL, as per Rules, the same shall be recoverable from the contractor / not paid to the contractor.

F. AWARD OF CONTRACT

35.0 Post Qualification:

35.1 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.

35.2 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.

35.3 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.

36.0 Award Criteria:

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

37.0 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.

38.0 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.

39.0 Notification of Award / Fax of Intent:

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

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

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

40.0 Acceptance of Purchase Order:

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

41.0 Performance Guarantee:

41.1 Within 15 days of the receipt of the notification of award / Fax of Intent from the PURCHASER, the successful bidder shall furnish the performance guarantee for 10% of order value through DD/BG/LC in accordance with provisions of **General Conditions of Contract (GCC-Goods)** in the form provided in the bidding documents.

41.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.

41.3 The performance guarantee shall be denominated in the currency of the CONTRACT.

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

41.5 The performance guarantee shall be 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).

41.6 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.

42.0 Income Tax Liability:

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

43.0 CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES: Definitions:

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

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

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

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be

forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority.

Such an appeal shall be preferred within one month from the of receipt of banning order.

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

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

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

44. Performance Rating & Evaluation:

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

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

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

Very good
Good
Fair
Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE

40 Marks

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

1.2 QUALITY PERFORMANCE

40 Marks

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

1.3 RELIABILITY OF PERFORMANCE

20 Marks

A.FOR SUPPLIES:

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

SECTION-III A

General Conditions of Contract-Goods (GCC-Goods)

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:-

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

2.0 DELIVERY SCHEDULE AT LEPETKATA, DIBRUGARH, ASSAM:

Delivery of 50 MT of methanol shall be done in tankers of suitable capacity with valid CCE/ fitness certificate on staggered basis. Material shall be dispatched within 1 week from the date of intimation from BCPL after placement of order. Such intimation shall be given within one year from the date of placement of order.

The outlet nozzle of the tanker should be 2", if size is different, suitable reducer to be provided so that 2" SS hose can be connected.

2.1 CONTRACT PERIOD:

Contract shall be valid for **one (1) year** from the date of placement of order.

3.0 QUANTITY VARIATION:-

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

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

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

4.0 **CERTIFICATE OF ANALYSIS:**

Seller shall be required to submit Test Certificate / Certificate of Analysis of Methanol supplied. All inspection and testing requirements shall be complied by the SELLER at their own cost. MSDS of methanol is also to be provided.

5.0 **PAYMENT TERMS:**

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

6.0 **PRICE REDUCTION SCHEDULE (FOR DELAYED DELIVERY):**

The supplies are to be made strictly as per the dates indicated in the schedule give in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction schedule shall be applicable @0.5% per week or part thereof on the value of undelivered portion of supply (after accommodating the quantity tolerance allowed) subject to a maximum (ceiling) of 5% of total order value will be applicable. The "Value of undelivered portion of supply" shall be excluding taxes and duties but including freight.

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

7.0 **GUARANTEE / WARRANTY:**

All goods or material shall be supplied strictly in accordance with the technical specifications stated in the tender/order. The material supplied through tankers shall be unloaded in BCPL's bulk storage tanks. Hence, material should be guaranteed against defective materials/workmanship till it is unloaded at BCPL tank. But, on receipt of Methanol tanker/drums, BCPL reserves its right to get a sample tested in BCPL QC LAB. Final acceptance of methanol tanker/drums shall be done as per BCPL QC LAB results if it is tested at BCPL."

8.0 **OUTLET NOZZLE:**

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

9.0 **TRANSPORTATION:**

Transportation up-to LEPETKATA, Dibrugarh shall be in scope of SELLER. The material shall be supplied in road tankers of suitable capacity with valid CCE/ fitness certificate. Decantation of tankers shall be done by BCPL.

Further, materials are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.

10.0 **MAKE OF METHANOL (FOR DEALERS/DISTRIBUTORS):**

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the

successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply METHANOL from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

11.0 DETENTION CHARGES CLAUSE:

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

12.0 CENTRAL EXCISE DUTY:

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

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

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

CONSIGNEE

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

BCPL TAX REGISTRATION DETAILS: -

VAT TIN NO. = 18470091018
AADCB2356EEM001

CST No. = 18049926313

ECC No. =

13.0 DESPATCH DOCUMENTS:

The dispatch documents/shipping documents shall comprise the following –

- (I) Commercial Invoice (Original).
- (II) Excise invoice (if applicable) to be sent along with the truck.
- (III) Challan.
- (IV) Copy of LR.
- (V) Counterfoil of Road permits (in case the bidder takes Road permit from BCPL).
- (VI) Certificate of Analysis.(COA)/Test Certificate and MSDS of Methanol

SECTION IV**FORMS AND FORMATS**

Sr. No.	Form No.	Description	
1.	F-1	ACKNOWLEDGEMENT CUM CONSENT LETTER	
2.	F-2	BIDDER'S GENERAL INFORMATION	
3.	F-3	BIDDER'S QUERIES FOR PRE BID MEETING	
4.	F-4	BID FORM	
5.	F-5	CHECK LIST	
6.	F-6	NO DEVIATION CONFIRMATION	
7.	F-7	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT[EMD]/ BID SECURITY	
		INSTRUCTIONS FOR FURNISHING BID- GUARANTEE BANK GUARANTEE	
8.	F-8	PROFORMA OF CONTRACT PERFORMANCE GUARANTEE	
9.		INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE	
10.	F-9	AGREED TERMS AND CONDITIONS	

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

Acknowledgement cum Consent Letter

F-1

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

To,
Dy. General Manager (C&P)
Brahmaputra Cracker and Polymer Limited
PO. Lepetkata, Dist. Dibrugarh, Assam
TEL# 0373-2914609

SUBJECT: PROCUREMENT OF 50 MT METHANOL FOR ECU & GSU, BCPL, LEPETKATA

Dear Sir,

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

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

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

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

B) Details of Contact person:

(i) Postal Address :
.....
(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile No.- :

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

○ The item/service does not fall in our product/servicing range

- We do not meet BEC (Bid Evaluation Criteria) as specified in tender
 - We cannot meet the technical specifications as specified in tender
 - There is an order overbooking
 - We need some more time for submission of offer and hence request for extension of bid submission date
 - Any other reason (please specify)
-
-

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

BIDDER'S GENERAL INFORMATION

To

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

1-1 Bidder Name:

1-2 Number of Years in

Operation:

1-3 Address of Registered
Office:

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above:

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
Is to be placed/ issued:

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number:

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

1-7 E-mail address:

1-8 Website:

1-9 Fax Number:

(Country Code)

(Area Code) (Telephone Number)

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

1-11 Bid Currency _____

1-12 Place of dispatch _____

1-13 Whether Supplier /
Manufacturer _____
Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

**ONLY FOR INDIAN
BIDDERS**

Excise Registration number
1-19 : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or
not : _____

Place:
Date
:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:

F-3
BIDDER'S QUERIES FOR PRE BID MEETING

To,
Dy. General Manager
(C&P)
Brahmaputra Cracker
and Polymer Limited
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914611

N	SL. NO. · O T E : T h e P r	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
		SEC. NO.	Page No.	Clause No.	Subject		

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

BID FORM

F-4

To,

Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam
(India)
Phone: +91 373 2914609

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:
ADDRESS:

CHECK LIST OF DOCUMENTS

F-5

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

To,

Dy. General Manager (C&P), BCPL

Lepetkata, Dibrugarh, Assam (India)

Phone: +91 373 2914609/2914611

We are enclosing the following documents DULY INDEXED WITH PAGE NO. OF OFFER” in un-price bid

(Part-I) along with confirmation as per tender requirement:

1) EMD Details: DD [] BG [] LC []-

No... Date..... Amount- Rs.....Validity.....

2) Whether EMD/bid Security of requisite amount has been forwarded to BCPL, Lepetkata before bid submission, which must reach BCPL, Lepetkata within 7 days of bid closing date and copy attached along with offer. [YES/NO]

1) If the tender document is downloaded from web site, an undertaking on letter head has been submitted confirming that content of tender document is not modified/alterd[Page-]

2) Blank Price Schedule (i.e. without mentioning prices) duly signed submitted along with unpriced bid [Page-]

6) No Deviation Certificate [Page-]

7) Power of Attorney in the name of the signatory to the Bidding Document [Page-]

8) Duly filled-in and signed Agreed Terms and Conditions [Page-]

9) Copy of Tender Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation of acceptance of all terms and conditions of the tender.[Page-]

10) Confirm bid is submitted Under Two Bid System [YES/NO]

11) Bidder has signed and stamped the Volume-II/II of tender i.e. technical specification & scope of supply (duly signed with company seal affixed) and submitted with un-priced bid. [YES/NO]

12) Domestic Bidders only: Whether Bidder will submit CENVAT invoice for the full amount of Excise duty quoted in bid to enable BCPL to claim CENVAT benefit. [YES/NO]

13) Any other documents required as the ITB, GCC, Technical Questionnaire, SCC, Technical Specification, etc of tender document.

[List out all such requirement and submissions] [Page-]

----- [Page-]

(SEAL AND SIGNATURE OF BIDDER)

NO DEVIATION CONFIRMATION

TO,

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

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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 by Brahmaputra Cracker & Polymer Limited., the amount ----- without any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 -----day of -----2012 ----- at -----

WITNESS:
(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp
Attorney as per _____
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by it's correspondent bank in India on requisite non-judicial stamp paper.

The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.

The bank guarantee by bidders will be given from bank as specified in ITB.

A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the BCPL at its address as mentioned at ITB under intimation to BCPL.

Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.

If a bank guarantee is issued by a commercial bank, then a letter to BCPL confirming its net worth is more than Rs. 1,000,000,000/- (Rupees One hundred crore) or its equivalent in foreign currency along with a documentary evidence under intimation to BCPL.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**(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/equipment as per above referred Purchase Order having a total value of `_____for the complete supply of materials/equipment 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 ` / US\$ / EURO \_\_\_\_\_ ( ` / US DOLLAR / EURO _____) AND it shall remain in force upto 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

(SIGNATURE)
NAME
BANK RUBBER STAMP

(NAME)

(OFFICIAL SEAL)

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

Date:

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

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

BRAHMAPUTRA CRACKER AND POLYMER LIMITED**AGREED TERMS & CONDITIONS (FOR DOMESTIC BIDDERS)**

Vendor Name: M/s _____

BID No. : _____

Vendor's Offer Ref No. : _____

Tel. No. _____ Fax No. _____

Contact Person: _____ E-mail _____

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

SL. NO.	DESCRIPTION	VENDOR'S CONFIRMATION
1.	Specify Dispatch Point	
2.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given / confirmed herein above shall prevail.	
3.	Inland transit Insurance: Prices quoted excludes Inland transit insurance	
4.	Taxes & Duties :	

	a) Quoted prices shall be deemed to be inclusive of all applicable taxes, duties, levies, etc. strictly in accordance with the terms and conditions specified in BID Document. b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining it's applicability w.r.t. the contract.	
5.	Excise Duty: a. Tarrif sub-heading no. b. Confirm the present rate of Excise Duty (in %) considered in the price bid c. Confirm acceptance of variation in tax/duties as stipulated under clause no. 12 of Section II of tender document.	a. b..... (%) c.
6.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non Cenvatable Excise Duty	% %
6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4	a) Clarify whether Excise Duty will be applicable on freight charges also. b) In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. c) Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax: a) Specify CST/ VAT b) Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid: c) Clarify whether Sales Tax will be applicable on freight charges also.	 (%)

	d) In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. e) Only statutory variations, if any, in the present rate of CST/LST/VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor. f) If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
8.	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by them in the price bid. Otherwise, BCPL shall deduct the differential amount as stipulated in Section II of tender document.	
9.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in completion period specified in Special Conditions of Contract enclosed in BID Document. b) In case of delay, vendor will reduce the invoice amount by applicable reduction	
10.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per it's discretion)	
11.	Repeat Order: Confirm acceptance of REPEAT ORDER within 6 (six) months as per GCC	
12.	Performance Bank Guarantee (for successful bidder): Confirmation that Security Deposit/Contract cum Performance Bank Guarantee for 10% of total order value shall be submitted within 15 days of receipt of order as per format F-8.	
13.	VALIDITY: Confirm that the offer shall be valid up-to 90 days from the bid due date/extended due date.	
14.	a) Confirm your offer is in total compliance with BID Document containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical corrigendum, if any, without any deviation. b) Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation:	

	i) General Conditions of Contract (Goods) ii) Request for Quotation (RFQ) iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
15.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private company in which any director of Owner is a member or Director.	
16.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly Stated. This does not necessarily be cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non- responsive.	
17.	Please confirm your offer contains the following: <u>17.1 UNPRICED OFFER</u> Deviation sheet, if any. <u>17.2 PRICED OFFER</u> a) Price Schedule. Statement that all specification and terms & conditions are as per b) unpriced copy of offer.	
18.	The quoted rates shall remain FIRM & FIXED till complete execution of order/Contract period, whichever is earlier	
19.	Bidder has not taken any deviation to the Technical Specification sheet placed at Section V of tender . The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid	
20.	Bidder accepts PAYMENT TERMS as per tender (refer Section IIIB of tender document)	
21.	Bidder accepts DELIVERY SCHEDULE as per tender (refer Section IIIB of tender document)	
22.	Bidder accepts Warranty/Guarantee clause as per as per tender	

23.	Bidder accepts Arbitration/Resolution of Dispute clause as defined in Section IIIA of tender	
24.	Bidder accepts Force Majeure clause as defined in RFQ and Section IIIA of tender.	
25.	Bidder agrees to submit the dispatch documents as listed at clause 4 of Section IIIB of tender (in the event of order)	
26.	Bidder confirms that they have not asked for any advance payment.	
27.	Bidder confirms that prices quoted by them are on F.O.T. Lepetkata basis, i.e. inclusive of freight charges upto Lepetkata. Further, the freight charges are inclusive of all levies, etc. including service Tax.	
28.	Whether bidder falls under MSE Act.	
29.	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index	
30.	Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid has been initialed and stamped by the authorized person.	
31.	Does your organization have an environment policy?	
32.	Does your organization have ISO 14001 certification, if so, since when?	
33.	Does your organization use any environment friendly product in manufacturing/packing/distribution process etc.?	
34.	Details of any award received in the field of Environment, Safety and Health.	
35.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws	
36.	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case , it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection	

SECTION V

TECHNICAL SPECIFICATION

Methanol Content	99.8% by wt. min
Density at 20°C	0.77 gm/cc min.
	0.795 gm/cc max.
Water	<0.1% by wt. max.
Distillation by range 760 mm of Hg	Difference between initial boiling point to Dry point should be <1°C (64.5°C to 65.5°C)
Appearance	Clear
Residue on evaporation	0.01 Wt. % max.
Acidity as Acetic Acid	0.004 Wt. % max.
Acetone(Aldehyde/Ketone)	0.03 Wt. % max.
Alkalinity as ammonia	0.003 Wt. % max.
Sulphur total	0.001 Wt. % max

TEST CERTIFICATE:

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

SECTION VI

**NON – QUOTED
PRICE SCHEDULE
PART-I**

TENDER NO.: BCPL/DIB/C&P/2015/S/398/MD

BID FOR SUPPLY OF METHANOL FOR ECU & GSU UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA, DIST-DIBRUGARH (ASSAM)

**QUOTED AMOUNT IN INR
QUANTITY IN MT**

SL. NO.	DESCRIPTION	QTY. (IN MT)	UNIT RATE		P&F CHARGES IN(%)age	EXISE DUTY IN (%)age	CST (AGAINST FORM-C)/ VAT IN (%) age	FREIGHT UPTO LEPETKATA IN (Rs)	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL IN (Rs)	TOTAL UNIT RATE FOT LEPETKATA IN (Rs)	TOTAL AMOUNT = TOTAL UNIT RATE X QTY. IN (Rs)
			IN FIG.	IN WORDS							
1	2	3	4	5	6	7	8	9	10	11	Column12 =Column11 x Column 3
01.	METHANOL (IN TANKER) FOT - LEPETKATA	50	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE

AMOUNT IN WORDS.....

NAME OF BIDDER: _____

**PLACE:
DATE:**

(SIGNATURE OF BIDDER & COMPANY SEAL)

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.
2. CST shall be quoted against form-C.
3. All columns should filled otherwise it shall be presumed as inclusive.
4. Price FOT site basis.
5. Excise Duty is payable on submission of cenvatable invoice.

SECTION VI

QUOTED PRICE SCHEDULE PART-II

SECTION – VI**PRICE SCHEDULE**

TENDER NO.: BCPL/DIB/C&P/2015/S/398/MD

**BID FOR SUPPLY OF METHANOL FOR ECU& GSU UNIT OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
LEPETKATA, DIST-DIBRUGARH (ASSAM)****QUOTED AMOUNT IN INR
QUANTITY IN MT**

SL. NO	DESCRIPTION	QTY. (IN MT)	UNIT RATE		P&F CHAR GES IN(%)a ge	EXISE DUTY IN (%)age	CST (AGAINST FORM-C)/ VAT IN (%) age	FREIGH T UPTO LEPETK ATA IN (Rs)	MINIMUM AMOUNT OF CENVAT CREDIT PASSED ON TO BCPL IN (Rs)	TOTAL UNIT RATE FOT LEPETK ATA IN (Rs)	TOTAL AMOUNT = TOTAL UNIT RATE X QTY. IN (Rs)
			IN FIG.	IN WOR DS							
1	2	3	4	5	6	7	8	9	10	11	Column12= Column11 x Column 3
01.	METHANOL (IN TANKER) FOT - LEPETKATA	50									

AMOUNT IN WORDS.....

NAME OF BIDDER: _____

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

N.B:

1. Taxes & Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site Basis.
2. CST shall be quoted against form-C.
3. All columns should filled otherwise it shall be presumed as inclusive.
4. Price FOT site basis.
5. Excise Duty is payable on submission of cenvatable invoice.