



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

(भारत सरकार का उपक्रम)/ (A Govt. of India Enterprise)

प्रशासनिक भवन

प्रशासनिक भवन, बी. सी. पी. एल, प्रोजेक्ट साईट, लेपेटकटा –786006, डिब्रुगढ़, असम. दूरभाष :0373 2914608

Administrative Building, BCPL Project Site, Lepetkata–786006, Dibrugarh, Assam.Tel:03732914608

CIN U11101AS2007GOI008290

REF. BCPL/DIB/C&P/2014/S/335/SD

25/02/2015

PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED, DIBRUGARH - ASSAM

LIMITED DOMESTIC COMPETITIVE BIDDING

PREPARED & ISSUED BY

M/s. Brahma Putra Cracker & Polymer Ltd.

“Administrative Building”, Lepetkata,

BCPL-Project Site, P.O. Lepetkata

Dibrugarh, PIN – 786006 (Assam)

Tel#+91-373-2914635

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

SAMRAT DUTTA

Dy. Manager (Contracts & Procurement)

Phone# 0373-2914625 (off)

sdutta@bcplindia.co.in

Website: bcplonline.co.in

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Administrative 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)



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PART – A

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system towards supply of **CARRIER GAS & FUEL GASES**, 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 Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	₹. 55,000.00
1.2.3	Bid Document No.:	BCPL/DIB/C&P/2014/S/335/SD
1.2.4	Time Of Supply	Materials are required to be delivered as per the special condition in Annexure - 1
1.2.5	Pre-Bid Meeting	07.03.2015 at 15.00 hrs
1.2.6	Last date and time for Submission of bid	17.03.2015 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un – priced bid at BCPL, Lepetkata	17.03.2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days)
1.2.8	Place of submission of bid & Venue for pre-bid meeting & Opening of bids.	BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Contact Person	Samrat Dutta, Dy. Manager (C&P) E-mail: sdutta@bcplindia.co.in Ph. No. +91-373-2914635
1.2.10	Bid documents in websites	www.gailtenders.in , www.bcplonline.co.in http://eprocure.gov.in/epublish/app

- 2) **UNDERTAKING:** AN UNDERTAKING (BY THE BIDDERS WHO QUOTES BY DOWNLOADING THE TENDER FROM WEB SITE) ON THEIR LETTER HEAD STATING THAT “THE CONTENTS OF THE TENDER DOCUMENT HAVE NOT BEEN MODIFIED OR ALTERED BY M/S (NAME OF THE BIDDER WITH COMPLETE ADDRESS).

IN CASE, IT IS FOUND THAT THE TENDER DOCUMENT HAS BEEN MODIFIED / ALTERED BY THE BIDDER, THE BID SUBMITTED BY THE M/S (NAME OF THE BIDDER) SHALL BE LIABLE FOR REJECTION”.

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

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



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tender document & addenda/corrigenda, if any, duly signed and stamped on each page.

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

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

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

4) **BIDDERS ELIGIBILITY/EVALUATION CRITERIA (BEC):**

1) Bidder should be a manufacturer / OEM or authorized distributor / dealer of the quoted items. In case, bidder is an authorized manufacturer it must submit valid notarized documentary evidence for being a manufacturer [i.e, ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer.

2) In addition to above criteria, the bidder must have a supplied carrier gas against one single contract/order of minimum value worth ₹. 6, 00,000.00/- in any of the preceding SEVEN (07) years prior to final due date of bid submission. Bidder is required to submit copy of one Purchase Order and proof of it's execution clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.

Bidder needs to submit copy of one Purchase order & its corresponding proof of supply (proof of execution may include any one of execution certificate / proof of payment / inspection note / goods receipt voucher / LR / Challan etc) clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.

All documents must be duly attested by **Gazetted Officer / notary.**

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

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

3) **PRICE BASIS:**

FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).

4) **DELIVERY/COMPLETION SCHEDULE:**

As per special conditions in Annexure – 1.



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5) **VALIDITY PERIOD OF OFFER:**

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

6) **CONSIGNEE ADDRESS:**

Brahmaputra Cracker & Polymer Ltd.
CENTRAL WARE HOUSE, PO – LEPETKATA
Dibrugarh- 786006, Assam

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

7) **TERMS OF PAYMENT:**

100% Payment of the supplied material will be released within 30 days after successful supply and acceptance of the materials for the items in-line with delivery schedule.

LOADING CRITERIA (FOR TERMS OF PAYMENT):-

- (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%
- (iv) Advance payment - Reject

8) **PRICE REDUCTION SCHEDULE (PRS):**

PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER COMPLETE WEEK of delay or part thereof SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.

LOADING CRITERIA (FOR PRS):-

- (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%.

9) **GUARANTEE / WARRANTEE: (IF ANY)**

As per special conditions in Annexure – 1.

10) **FIXED PRICE:**

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

11) **TRANSIT INSURANCE:**

Shall be in the scope of supplier.

12) **FREIGHT & PACKING - FORWARDING CHARGE:**

Should be inclusive of the quoted rates.

13) **LATE BIDS:**



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

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

14) OPENING OF PRICE BIDS:

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

15) AWARD CRITERIA:

The OWNER will award the contract to the techno-commercially successful bidder whose bid has been determined to be the lowest evaluated on item wise basis.

16) SECURITY DEPOSIT:

Security deposit will be 10% of the order value & same shall be submitted either in the form of demand draft or Bank Guarantee.

LOADING CRITERIA (FOR SD)

- (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%

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

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

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

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

19) JURISDICTION OF COURT:

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

20) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and



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binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

21) 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.

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

23) 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.



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- 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.

24) **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.



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EVALUATION CRITERIA - Cost of gas on FOT (Lepetkata) basis including all taxes & duties, however the onwards transportation till bidder's site (NEAREST TRANSPORTER GODOWN) is in the scope of BCPL, bidder needn't to quote on the same.

FREE RENTAL PERIOD – 120 days from the date of receipt of cylinder at our store at BCPL-Lepetkata beyond 120 days rental charges will be paid @Rs. 5/- cylinder per day till the date of hand over of the empty cylinder to transporter.

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914635 / email – sdutta@bcplindia.co.in. Corrigendum/ addendum incorporating the clarifications, if any, will be issued to the prospective bidder / who have submitted Annexure – II over mail and subsequently will be uploaded in website.

Thanking you,

SAMRAT DUTTA
DY. MANAGER (CONTRACTS & PROCUREMENT)
For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**
sdutta@bcplindia.co.in
0373-2914635

NOTE:-

1. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender and will not allow submission of bids once the closing date and time of the Tender [i.e. Due Date & Time of Bid-Submission] is reached.
2. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.



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CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2014/S/335/SD

PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED, DIBRUGARH – ASSAM

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 17.02.2015

Date and time for opening of bids: 15.00 hrs (IST) on 17.03.2015

From:

To:

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



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TECHNICAL SPECIFICATION AND SPECIAL CONDITIONS

ANNEXURE – I

Specifications for Carrier and Fuel Gases

- 1) Helium Gas
Purity: 99.999 %(Minimum)
O₂ < 2 ppm
H₂O < 2 ppm
CO + CO₂ < 0.5 ppm
THC < 0.5 ppm
Cylinder Capacity : 47 Ltrs WC
Cylinder Pressure : 135 – 145 kg / cm²
Cylinder Type : Carbon Steel
Rent Free Period : Minimum 120 days

- 2) Hydrogen Gas:
Grade : Instrument (Gas Chromatograph)
Purity : 99.999 % (Min)
O₂ < 2 ppm
H₂O < 2 ppm
CO + CO₂ < 0.5 ppm
THC < 0.2 ppm
N₂ < 5 ppm
Cylinder Capacity : 47 Ltrs WC
Cylinder Pressure : 120 – 130 kg / cm²
Cylinder Type : Carbon Steel
Rent Free Period : Minimum 120 days

- 3) Argon Gas:
Grade : Instrument (Gas Chromatograph)
Purity : 99.998 % Minimum
O₂ < 2 ppm
H₂O < 2 ppm
CO + CO₂ < 0.5 ppm
THC < 0.5 ppm
Cylinder Capacity : 47 Ltrs WC
Cylinder Pressure : 135 – 145 kg / cm²
Cylinder Type : Carbon Steel
Rent Free Period : Minimum 120 days

- 4) Oxygen:
analyser)
Grade : Instrument (TOC and Sulphur & Chloride
Purity 99.99 % Minimum
H₂O < 2 ppm
THC < 2 ppm
Ar < 10 ppm
CO + CO₂ < 1 ppm
Cylinder Capacity : 47 Ltrs WC
Cylinder Pressure : 135 – 145 kg / cm²
Cylinder Type : Carbon Steel
Rent Free Period : Minimum 120 days



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5) P-10 Methane 10% (Purity 99.995 % Min)
 Argon 90% (Purity 99.995 % Min)
 Cylinder Capacity : 47 Ltrs WC
 Cylinder Pressure : 130 – 135 kg / cm²
 Cylinder Type : Carbon Steel
 Rent Free Period : Minimum 120 days
 P.T : ± 5 %
 C.A : ± 2 %

6) Zero Air (21 % O₂ + 79 % N₂) Purity : 99.99 %(Minimum)
 H₂O < 4 ppm
 THC < 3 ppm
 CO + CO₂ < 1 ppm
 Cylinder Capacity : 47 Ltrs WC
 Cylinder Pressure : 135 – 145 kg / cm²
 Cylinder Type : Carbon Steel
 Rent Free Period : Minimum 120 days

7) Nitrogen Purity 99.999% (minimum)
 O₂ < 2 ppm
 H₂O < 2 ppm
 CO + CO₂ < 1 ppm
 THC < 0.5 ppm
 Cylinder Capacity : 47 Ltrs WC
 Cylinder Pressure : 135 – 145 kg / cm²
 Cylinder Type : Carbon Steel
 Rent Free Period : Minimum 120 days

8) Carbon DiOxide Purity 99.99 % (minimum)
 O₂ < 10 ppm
 N₂ < 50 PPM
 H₂O < 2 ppm
 CO < 50 ppm
 THC < 2 ppm
 Cylinder Capacity : 47 Ltrs WC
 Cylinder Pressure : 60 – 65 kg / cm²
 Cylinder Type : Carbon Steel
 Rent Free Period : Minimum 120 days

Note :

1. All impurities are on v/v basis.
2. Certificate of impurities should be attached with each lot/batch.
3. PDI is required for first lot of supply
4. All the gases will be supplied in 47 Litrs cylinder (water capacity).



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SPECIAL CONDITIONS OF CONTRACT

- 1 Bidder shall use 47 liter (WC) capacity cylinders for supply of required gases. The bidder shall use gas cylinders of specifications & makes as specified in Gas Rules, 2004 or which are duly approved and stamped by CCE or his authorized representative.
- 2 Gas cylinders to be used for supply, transportation & storage of gases shall be fitted with valves manufactured as per IS: 3224 and duly approved by CCE or his Authorized representative.
- 3 Gas cylinders to be used for Supply, transportation and storage of gases shall be fitted with valve protection caps to avoid damage to valves during transportation, storage and handling of cylinders.
- 4 The Gas cylinders to be used shall have been tested / revalidated for their fitness in order to fill, store & transport explosive gases under high pressure.
- 5 The bidder shall be required to submit updated record of each gas cylinder (proposed to be used) containing the following information:
 - a. Date of original hydrostatic test or hydrostatic stretch test;
 - b. Cylinder manufacturer's test and inspection certificates;
- 6 Each gas cylinder shall have appropriate identification colours coding according to IS: 4379 and shall also have proper labelling showing Name of Gas.
- 7 Each cylinder after filling shall have its valve securely closed so as to prevent any leakage. All cylinders shall be individually tested for leakages before the fitting of Valve guard cap and dispatch to the site.
- 8 Free rental period 120 days (rent free period will be calculated date from cylinders receipt in store at BCPL, Lepetkata site. Beyond 120 days, rental charges @ Rs 5 / cylinder per day exclusive of service tax, if any, shall be paid extra.
- 9 Staggered delivery in four lots. Each lot of cylinders should be delivered within 07 days from the date of receipt of intimation from BCPL. Date of LR will be considered as date of delivery. However the last intimation will be within 1 year from the date of issuance of PO, bidder should have to maintain the rate throughout the contract duration.
- 10 Bidder should quote freight charges (inclusive of service tax, if any) from supplier's work to BCPL site at Lepetkata and the same shall be considered for evaluation of bid.
- 11 Dispatch of gas filled cylinders from supplier's works to BCPL site at Leepetkata, Dibrugarh, Assam shall be in the scope of bidder & the same shall be quoted in the Schedule of rates (SOR).
- 12 Dispatch of empty cylinders shall be in BCPL's scope and BCPL shall dispatch empty cylinders on freight paid basis up to the nearest transporter's godown of the supplier's works. Collection of cylinders from nearest transporter godown shall be in supplier's scope.
- 13 The bidder have to dispatch the gas cylinder through bank approved transporters only.



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- 14 A security deposit of Rs 8500 per cylinder in the form of bank guarantee which shall be valid throughout the contract period. The same shall be issued within 30 days from the date of receipt of material at site. The total security deposit amount will be the quantity of cylinder as per 1st lot of materials.

SCOPE OF SUPPLY

- a) Supply of carrier & fuel gases as per tender specification at Annexures 1.0.
- b) Packing forwarding and transportation till BCPL-site shall be in the scope of the bidder.
- c) Test Certificate



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

FORMS & FORMATS

ANNEXURE – II

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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.



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

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 sdutta@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)

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/335/SD

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 :



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

(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.- :

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	:



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BIDDER'S GENERAL INFORMATION

F-2

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: BCPL/DIB/C&P/2014/S/335/SD

1	BIDDER NAME	
2	NUMBER OF YEARS IN OPERATION	
3	REGISTERED ADDRESS	
4	OPERATION ADDRESS IF DIFFERENT FROM ABOVE	
5	TELEPHONE NUMBER	
6	MOBILE NO./DIRECT NO	
7	E-MAIL ADDRESS & WEB SITE	
8	FAX NUMBER	
9	ISO CERTIFICATION, IF ANY	
10	WHETHER REGISTERED WITH MSME (SSI)	Micro/Small/Medium... [Indian Bidders]
11	WHETHER NSIC REGISTERED INDIAN VENDOR	YES / NO (IF YES CONFIRM IF SC / ST)
12	EXECUTED PO FOR BCPL	



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

Indicate shipping / transportation detail(s) i.e. weight (net and gross) & volume of the consignment separately for each item quoted in price schedule.

MENTION WHERE APPLICABLE:-

ITEM NO.	DESCRIPTION	QTY. (NOS.)	GROSS VOLUME (CU M) (MTR X MTR X MTR)	GROSS WEIGHT (KG)
1	PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.			
2	NATURE OF MATERIAL			
3	STACKABLE/NON-STACKABLE			
4	QUANTITY PER CONTAINERS LCL OR IN BREAK BULK BASIS			

OR

(SIGNATURE OF BIDDER WITH SEAL)



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BIDDER'S QUERIES FOR PRE BID BIDDER'S QUERIES FOR PRE BID MEETING

F-3

DY. GENERAL MANAGER (C&P)

BRAHMAPUTRA CRACKER POLYMER LIMITED

LEPETKATA, DIST. DIBRUGARH (INDIA)

TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO. BCPL/DIB/C&P/2014/S/335/SD

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	SEC. NO.	PAGE NO.	CLAUSE NO.	SUBJECT		

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____



ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
BID FORM

F-4

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
CHECK LIST OF DOCUMENTS

F-5

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

Dear Sir,

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

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
01.	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.	EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)
02.	WHETHER BIDDER HAS SUBMITTED ALL RELEVANT DOCUMENTS IN SUPPORT OF BEC (BID EVALUATION CRITERIA).	
03.	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/ALTERED, AS PER FORMAT ENCLOSED.	YES VALID UPTO: _____
04.	BLANK PRICE SCHEDULE (I.E. WITHOUT MENTIONING PRICES, ONLY MENTIONING QUOTED/NOT QUOTED) DULY SIGNED SUBMITTED ALONGWITH “UN-PRICED BID”.	
05.	NO DEVIATION CERTIFICATE.	
06.	POWER OF ATTORNEY OF THE SIGNATORY TO THE BIDDING DOCUMENT.	YES _____
07.	DULY FILLED-IN AND SIGNED AGREED TERMS AND CONDITIONS.	
08.	COPY OF TENDER DOCUMENTS ALONG WITH ADDENDUM/CORRIGENDUM DULY SIGNED AND SEALED ON EACH PAGE, IN TOKEN OF CONFIRMATION OF ACCEPTANCE	



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

09.	CONFIRM BID IS SUBMITTED UNDER TWO BID SYSTEM	
10.	BIDDER HAS SIGNED AND STAMPED THE COMPLETE TENDER DOCUMENT	
11.	WHETHER BIDDER WILL SUBMIT CENVAT INVOICE FOR THE FULL AMOUNT OF EXCISE DUTY QUOTED IN BID TO ENABLE BCPL TO CLAIM CENVAT BENEFIT	
12.	ANY OTHER DOCUMENTS REQUIRED AS THE ITB, GPC, TECHNICAL QUESTIONNAIRE, SCC, TECHNICAL SPECIFICATION, ETC OF TENDER DOCUMENT	

(SEAL AND SIGNATURE OF BIDDER)



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

LETTER OF AUTHORITY

F-6 [A]

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

Bidder Ref:

Date:

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

Dear Sir,

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

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

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

Place:

Date:

Yours faithfully,

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
POWER OF ATTORNEY

F-6[B]

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

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

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

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

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

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

(Name of person)

E-mail id:



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
NO DEVIATION CONFIRMATION

F-7

Bidder Ref:

Date:

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)



ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
CERTIFICATE

F-8

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

Dear Sir,

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

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

Seal and Signature of Bidder



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

REQUEST FOR RECEIVING E-PAYMENTS FROM BCPL DIRECTLY IN
THE BANK ACCOUNT OF THE VENDOR/CONTRACTOR

F-9

To

Manager (F&A),
Brahmaputra Cracker & Polymers Ltd
Dibrugarh, Assam

**Subject : Consent for receiving payments against contract/supplies executed with BCPL
in Bank Account through NEFT/RTGS mode**

Dear Madam/ Sir,

This is to confirm that I, Shri/ Smt./ Ms. _____

(Name of vendor/contractor) have Savings /Current a/c No _____

with _____ (Name of the Bank) at

_____ (Branch Name and Address) , whose code no is

_____ (Branch Code) and IFSC code is _____ (IFSC Code) to

which payments can be released through NEFT/RTGS by M/s BCPL.

Thanking You,

Yours truly,

(Signature of vendor/contractor)

Name : _____

Address : _____

CERTIFICATE FROM BANK

This is to certify that Savings/Current Account No. _____ is maintained by Shri/ Smt./
Ms. _____ (Name of vendor/contractor)

with _____ (Name of the Bank), _____

_____ (Branch Name and Address), _____ (Branch Code), _____ (IFSC
Code), to which payments can be released through NEFT/RTGS by M/s BCPL.

(Signature with Seal of Bank)

Branch Manager/ Authorised Signatory



ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY F-10(A)

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

Dear Sir(s),

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

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

We, the _____ Bank at _____
having our Head Office _____
(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the
tenderers by Brahma Putra Cracker and Polymer Limited., the amount _____
_____ without any reservation, protest, demur and recourse. Any such demand
made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by
the Tenderer.

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

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

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

F-10(B)

BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

Irrevocable and confirmed Letter of Credit No.....

Amount : Rs./US\$

Validity of this Irrevocable :(in India)

Letter of Credit (2 months beyond validity of offer)

Dear Sir,

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

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

FOR.....

Authorised Signature
(Original Bank)
Counter Signature



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
CONTRACT-CUM-EQUIPMENT PERFORMANCE BANK GUARANTEE
(PERFORMANCE SECURITY) - UNCONDITIONAL
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

F-11

Bank Guarantee No.:

Date:

BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

M/s _____ have been
awarded the work of _____
for Brahma Putra Cracker and polymer Limited(BCPL), Lepetkata, Assam, India.

The Contracts conditions provide that the SELLER shall pay a sum of Rs. _____ (Rupees as full Performance Guarantee in the form therein mentioned. The form of payment of Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify BCPL. , in case of default.

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

1. We _____ hereby
undertake and agree with you that if default shall be made by
M/s _____ in performing any of the terms and conditions of the
tender or in payment of any money payable to BCPL. we shall on demand pay without any recourse to
the contractor to you in such manner as you may direct the said amount of Rupees
_____ only or such portion thereof not exceeding the said sum as you
may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights conferred on
you under the contract with the said _____ and to enforce or
to forbear from endorsing any powers or rights or by reason of time being given to the said
_____ which under law relating to the sureties would but for provision have
the effect of releasing us.

3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid will not be
affected or suspended by reason of the fact that any dispute or disputes have been raised by the said
M/s. _____ and/or that any dispute or disputes are pending before any
officer, tribunal or court.



ब्रह्मपुत्र क्रैकर एंड पॉलिमार लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

5. This guarantee shall be irrevocable and shall remain valid up-to_____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s._____ on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 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 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Assam Courts.

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

Yours faithfully,

By its Constituted Attorney

(Signature of a person duly authorised to sign on behalf of the Bank.)

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 a.

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.



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AGREED TERMS AND CONDITIONS-INDIAN BIDDER

F-12 (A)

(Bidders must confirm / comment to all points)

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
1.0	Bidder's General Information	
1.1	Bidder's Name (PO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0 EMD/Bid Security Details		
2.1	EMD Amount	
2.2	BG/DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of BG/DD	
3.0 BID EVALUATION CRITERIA (BEC) [Refer Sl. NO. 4 of RFQ]		
3.1	1) <u>Bidder should be a manufacturer / OEM or authorized distributor / dealer of the quoted items. In case, bidder is an authorized manufacturer it must submit valid notarized documentary evidence for being a manufacturer [i.e, ISO certificate / Excise Registration Certificate / Certificate issued by Statutory Authority / NSIC Certificate or equivalent certificate] and in cases bidder is an Authorized distributor / dealer, valid notarized distributorship / dealership certificate issued by the manufacturer along with the proof of principle being a manufacturer.</u> 2) <u>In addition to above criteria, the bidder must have a supplied carrier gas against one single contract/order of minimum value worth ₹. 6, 00,000.00/- in any of the preceding SEVEN (07) years prior to final due date of bid submission. Bidder is required to submit copy of one Purchase</u>	



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	<u>Order and proof of it's execution clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.</u> <u>Bidder needs to submit copy of one Purchase order & its corresponding proof of supply (proof of execution may include any one of execution certificate / proof of payment / inspection note / goods receipt voucher / LR / Challan etc) clearly having the reference no. of P.O., qty. executed and actual date of execution, towards proof of meeting this BEC.</u> All documents must be duly attested by Gazetted Officer / notary.	
4.0 SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS		
4.1	Original Power of Attorney [in format F6(b)]	
5.0 ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]		
5.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order (subject price variation clause of SCC, if any).	
5.2	Submitted EMD [In case of exemption, sufficient documentary evidence must have been submitted]	
5.3	No Deviation(s) taken against "Scope of Supply & Technical Specifications" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.	
5.4	Rates are quoted in "Part-II : Price Bid" exactly in the format as provided in tender document and with all break-up as asked therein.	
5.5	Transportation Charges up to BCPL Lepetkata have been clearly indicated against each item in "Price Bid"	
5.6	Accepted Delivery Period as per Tender Document & its Corrigendum (if any)	
5.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
5.8	Accepted Price Reduction Schedule as per Tender Document & its Corrigendum (if any) or accepted with loading.	
5.9	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any) or accepted with loading.	
5.10	Accepted Guarantee/warrantee as per Tender Document & its Corrigendum (if any)	NA
5.11	Accepted Payment Terms as per Tender Document & its Corrigendum (if any) or accepted with loading.	



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5.12	Accepted Force Majeure, Arbitration / Resolution of Dispute & Applicable Laws as per Tender Document & its Corrigendum (if any)	
5.13	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	

6.0 SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN "PART-I : UN-PRICED BID":

6.1	Bid Covering letter	
6.2	Submitted form F1 within 7 days of receipt of Tender Information.(Acknowledgment cum Consent letter)	
6.3	Form F2 duly filled(Bidder General Information)	
6.4	Submitted form F3 before pre-bid meeting (Pre-bid query)	
6.5	Submitted form F4 duly filled	
6.6	Submitted form F5 duly filled	
6.7	Submitted form F6(A) duly filled	
6.8	Submitted form F6(B) duly filled	
6.9	Submitted form F7 duly filled	
6.10	Submitted form F8 duly filled	
6.11	Submitted form F9 duly filled	
6.12	Submitted form F-10(A) duly filled	
6.13	Submitted form F-10(B) duly filled	
6.14	Submitted form F12(A) duly filled	
6.15	Submitted form F12(B) duly filled	
6.16	Submitted form F13 duly filled	
6.17	Submitted form F14 duly filled	
6.18	Submitted form F15 duly filled	
6.19	Any other Forms/formats duly filled-up in all respects	
6.20	Submitted "Price Schedule" format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes)	
6.21	Complete Tender Document along-with its Corrigendum/Amendment etc.,	

7.0 ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION:

7.1	Confirm acceptance of repeat order clause as per Tender Document.	
7.2	Confirm acceptance to part order quantity (i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity).	
7.3	Confirm quoted prices are based on FOT Lepetkata Site basis including all charges and transit insurance,	



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	returning of empty cylinder will be in the scope of BCPL & the same will also be paid by BCPL.	
7.4	Confirm acceptance to Fall Clause as per tender document.	Not Applicable in this Tender
7.5	Confirmation of acceptance to the terms and conditions of tender document including its Corrigenda/addenda, if any, in totality.	
7.6	Indicate dispatch point	
7.7	Furnish the currency of quote	INR
7.8	Indicate item wise present rate of excise duty applicable extra on finished products and confirm the same is excluded from quoted basic price and mentioned separately. Statutory variation in Excise Duty on finished products shall be to Owner's account within contractual delivery period. If there is any variation in Excise duty at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder. If Excise Duty is presently not applicable confirm the same will be borne by you in case it becomes leviable later. In case (c) or (d) is not acceptable, confirm maximum rate of Excise Duty chargeable. Confirm submission of CENVAT invoice to enable BCPL to avail maximum cenvat benefit.	(a)..... (b)..... (c)..... (d)..... (e)..... (f).....
7.9	Indicate item wise rate of Sales Tax/VAT on finished products : CST with 'C' form. Local Sales Tax/VAT (in case supplies are made within originating state) with Concessional form. If there is any variation in CST/Vat at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by bidder.	(i)..... (ii)..... (iii).....
7.10	Taxes & duties shall be payable at rates as applicable at the time of supply or within contractual delivery date, whichever is earlier. Any reduction in taxes and duties at the time of supply after contractual delivery date shall be passed on to the Owner and any increase shall be borne by bidder.	(i).....



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	Confirm in case of delay on account of bidder, any new or additional taxes and duties imposed after contractual delivery shall be to bidder's account.	(ii).....
7.11	Confirm transit insurance is excluded from the quoted prices.	
7.12	Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. Inspection shall be carried out by Owner/Third Party as envisaged in the bid document and associated charges shall be paid by BCPL. Please confirm that no extra charges shall be payable to you on this account.	(i)..... (ii).....
7.13	Confirm all the raw materials & components and those required to be imported for the manufacture and supply of items will be independently procured by you at your cost and expenses. Purchaser will not provide any Import License for the same.	
7.14	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
7.15	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMC of BCPL. If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
7.16	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is noticed/found in future, the Bid submitted may be rejected / terminated at any stage.	
7.17	Confirm that the contents of the Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
7.18	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on	



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	holiday/blacklist as per its prevailing policy.	
7.19	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
8.0 PACKING DETAILS AND RELATED INFORMATION: (wherever applicable)		
8.1	Material safety Data sheet (MMDS) has been submitted with technical bid	
8.2	Whether bidder will be able to supply exactly total quantity of material [as per lot size mentioned in Special Conditions of Contract] of tender, depending upon the standard packing size/container size. If no, what will be the qty. (in UOM of tender) nearest to tender quantity that can be supplied by bidder.	
8.3	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 20' container.	
8.4	No. of packing units (with net weight in UOM of tender) that can be accommodated in each 40' container	
9.0 SELLER'S OFFER REF NO. & DATE		
9.1	e-Mail ID & Contact information of person	



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DISCLAIMER

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

**DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635**

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

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

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

(SEAL AND SIGNATURE OF BIDDER)



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ENTERPRISE'S INFORMATION WITH RESPECT TO THE
MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2012

F-14

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

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

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

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

Classification of enterprises engaged in:

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

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

- Providing or rendering services

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

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

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

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

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

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



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

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

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

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

(SIGNATURE & STAMP OF THE BIDDER)



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CERTIFICATE OF NON-INVOLVEMENT OF AGENT

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Bidder Ref:

Date:

DY. GENERAL MANAGER (C&P)
BRAHMAPUTRA CRACKER POLYMER LIMITED
LEPETKATA, DIST. DIBRUGARH (INDIA)
TEL# +91-373-2914635

SUBJECT: PROCUREMENT OF **CARRIER GAS & FUEL GASES** FOR BCPL-LEPETKATA, DIBRUGARH, ASSAM, INDIA.

TENDER NO.: **BCPL/DIB/C&P/2014/S/335/SD**

Dear Sir,

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

SIGNATURE AND SEAL OF BIDDER

Notes:

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

ANNEXURE – III

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

1.0 SCOPE OF BID:

- 1.1 The Purchaser as defined in the General Purchase Conditions , hereinafter “the Purchaser” wishes to receive bids for the supply of goods as described tender.
- 1.2 The successful bidder will be expected to complete the supply of goods 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 This Invitation for Bids is open to any bidder.
- 2.2 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB.
- 2.3 While evaluating the bids, pursuant to Bid Evaluation Criteria as specified in the Global notice of IFB, bidders past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of Purchaser shall be final and binding on the bidder.
- 2.4 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:



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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:**

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

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

7.0 **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 **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. 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.



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- 8.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6.1 and shall be notified in writing by fax/post to all prospective bidders who have received the bidding documents. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post to the Purchaser.
- 8.3 The PURCHASER may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

9.0 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) UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE – as per page no. 2.
- (E) ATTESTED COPY OF VALID SALES TAX REGISTRATION.
- (F) 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
- (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 issue

PART-II: PRICE BID [PRICE SCHEDULE]

Priced Bid shall contain only prices mentioned in all Field/Box strictly in the “Price Schedule”

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



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may at their discretion reject such price bids.

11.0 BID FORM & PRICE SCHEDULE:

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

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

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

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

C) **The statutory variation in Excise Duty & Sales Tax on finished goods covered under Cl. 12.2(B) within the contractual delivery period (except due to increase in turnover) shall be to BCPL's account.** However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to bidder's account and any decrease shall be passed on to BCPL.

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

12.3 Fixed Price:

Prices quoted by the bidder shall be firm and 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.

13.0 BID CURRENCIES:

13.1 Domestic bidders may submit bid in Indian 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 Invitation for Bids (RFQ) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder's claim of meeting Bid



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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 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:



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- 16.1 The bid shall remain valid for acceptance for **120 days** 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 Invitation for Bids.
- 17.2 The bid security is required to protect the PURCHASER against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause-17.7
- 17.3 The bid security in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of BCPL, payable at State Bank of India, Main Branch, Dibrugarh, Assam (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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

In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Domestic. 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.



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- 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
 - c) If the Bidder changes the proposed manufacturer/technical specification etc. after submission of his bid.
- 17.8 Bid Security should be in favor of Brahma Putra Cracker & Polymer Ltd 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 registration scheme.
- 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, Administrative Building, Lepetkata, Dist. Dibrugarh (Assam) India** on the schedule date & time as specified in the IFB.
- 18.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 18.3 The bidder is requested, as far as possible, to submit any questions by courier or by e-mail 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



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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 Purchase , 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.

21.0 AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ASSOCIATE

Not applicable

D. SUBMISSION OF BIDS

- 22.0 SEALING AND MARKING:** Please refer IFB.

23.0 DEADLINE FOR SUBMISSION OF BID:

- 23.1 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.

24.0 LATE BIDS:

- 24.1 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 offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

E. OPENING AND EVALUATION OF BIDS

26.0 UNPRICED TECHNO-COMMERCIAL BID OPENING:

- 26.1 The Purchaser will open bids (Part-I) including withdrawals and modifications made pursuant to Clause 25 of ITB), at date, time as stipulated in IFB.



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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".

27.1.2 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.

27.1.3 PRELIMINARY EXAMINATION OF BIDS:

Techno-Commercial Bid Evaluation:

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.

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.

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

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.

27.1.4 The PURCHASER will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB Clause – 30 Bids not conforming to Bid Evaluation Criteria and technical specifications/requirements shall be rejected.

28.0 REJECTION CRITERIA:

Bidders are advised to submit their bid strictly as per the terms and conditions of the bid document. In the event of deviation(s) stipulated by the bidder their bid shall be considered



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incomplete/non-responsive and the bid shall be liable for rejection. The following shall constitute REJECTION CRITERIA for this tender and bid may be summarily rejected if any deviation(s) to these conditions found in bid –

- i) Non- Compliance of BEC
- ii) Bid Validity lesser than specified period in tender
- iii) Non-acceptance of delivery period
- iv) Non-submission of Firm and Fixed Price
- v) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.

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

- 30.1 The bids will be checked for any arithmetic errors as follows.
- 30.2 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.
- 30.3 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.
- 30.4 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- 30.5 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.
- 30.6 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), then the bid shall be evaluated based on the actual net sum of unit rates (OR the Total unit rate quoted, 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".



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- 30.7 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.
- 30.8 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.
- 30.9 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.
- 30.10 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.
- 30.11 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 SOR :

- a. Ex-works price quoted by the bidder
- b. **(+) Packing & Forwarding** (if any) as quoted
- c. **(+) Excise Duty & Educational cess**
- d. **(+) Sales tax** against form C or without concessional Form / VAT
- e. **(+) Transportation charges** up to site as quoted
- 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



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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.
- i) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- ii) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2012, 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



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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:



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- 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 (not applicable in this tender), 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 26, 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-41, 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 Purchase Conditions** in the form



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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 Nationalised 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 Purchase Conditions.
- 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 SUBMISSION OF FALSE/FORGED DOCUMENTS:

- a) Bidder is required to furnish the complete and correct information/documents required for evaluation of these bids. IF the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- b) In case, the information/documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- c) In case the issue submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeiture any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- d) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

43.0 INCOME TAX LIABILITY:

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

44.0 CORRUPT OR FRAUDULENT PRACTICES:



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- 44.1 The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:
- a) Defines, for the purposes of this provision, the terms set forth below as follows :
 - b) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in co for competing for or executing a contract.

45.0 REPEAT ORDER

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

46.0 ORDER OF PRECEDENCE:

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

- i) RFQ Covering Letter
- ii) Special conditions of contracts
- iii) Instruction to Bidders
- iv) General Purchase Conditions.

47.0 DEBARRING AN "ERRANT" BIDDER(S) FROM TENDERING PROCESS:

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

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



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PREAMBLE TO SCHEDULE OF RATES

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

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UN-PRICED BID (PART-A)

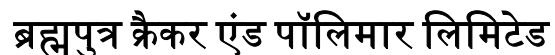
TENDER NO. BCPL/DIB/C&P/2014/S/335/SD

SCHEDULE OF RATE (SOR)

ANNEXURE – IV

PROCUREMENT OF CARRIER GAS & FUEL GASES FOR BCPL.

[illegible]

[illegible]



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	N2< 50 PPM H2O< 2 ppm CO< 50 ppm THC< 2 ppm cylinder Capacity: 47 Ltrs WC Cylinder Pressure: 60 – 65 kg / cm2 Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days											
7.	<u>ZERO AIR (21% O2 + 79%N2)</u> Purity : 99.99 %(Minimum) H2O< 4 ppm THC< 3 ppm CO + CO2 < 1 ppm Cylinder Capacity: 47 Ltrs WC Cylinder Pressure: 135 – 145 kg / cm2 Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days	Cu. m	140	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE
8.	<u>NITROGEN</u> Purity 99.999% (minimum) O2< 2 ppm H2O< 2 ppm CO + CO2< 1 ppm THC< 0.5 ppm Cylinder Capacity: 47 Ltrs WC Cylinder Pressure: 135 – 145 kg / cm2 Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days	Cu. m	140	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE

TOTAL AMOUNT - ₹. DO NOT QUOTE HERE **(IN WORDS)**



TENDER NO. BCPL/DIB/C&P/2014/S/335/SD

SCHEDULE OF RATE (SOR)

ANNEXURE – V

[illegible]



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3.	<u>ARGON GAS</u> Grade: Instrument (Gas Chromatograph) Purity: 99.998 % Minimum O ₂ < 2 ppm H ₂ O < 2 ppm CO + CO ₂ < 0.5 ppm THC < 0.5 ppm Cylinder Pressure: 135 – 145 kg / cm ² Cylinder Type: Carbon Steel Rent Free Period : Minimum 120 days	Cu. m	280								
4.	<u>OXYGEN GAS</u> Grade: Instrument (TOC and Sulphur & Chloride analyser) Purity 99.99 % Minimum H ₂ O < 2 ppm THC < 2 ppm Ar < 10 ppm CO + CO ₂ < 1 ppm Cylinder Pressure : 135 – 145 kg / cm ² Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days	Cu. m	140								
5.	<u>P-10</u> Methane 10% (Purity 99.995 % Min) Argon 90% (Purity 99.995 % Min) cylinder Capacity: 47 Ltrs WC Cylinder Pressure : 130 – 135 kg / cm ² Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days P.T: ± 5 % C.A: ± 2 %	Cu. m	60								
6.	<u>CARBON DI OXIDE GAS</u> Purity 99.99 % (minimum) O ₂ < 10 ppm	Cu. m	28								



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	N2< 50 PPM H2O< 2 ppm CO< 50 ppm THC< 2 ppm cylinder Capacity: 47 Ltrs WC Cylinder Pressure: 60 – 65 kg / cm2 Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days										
7.	<u>ZERO AIR (21% O2 + 79%N2)</u> Purity : 99.99 %(Minimum) H2O< 4 ppm THC< 3 ppm CO + CO2 < 1 ppm Cylinder Capacity: 47 Ltrs WC Cylinder Pressure: 135 – 145 kg / cm2 Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days	Cu. m	140								
8.	<u>NITROGEN</u> Purity 99.999% (minimum) O2< 2 ppm H2O< 2 ppm CO + CO2< 1 ppm THC< 0.5 ppm Cylinder Capacity: 47 Ltrs WC Cylinder Pressure: 135 – 145 kg / cm2 Cylinder Type: Carbon Steel Rent Free Period: Minimum 120 days	Cu. m	140								

TOTAL AMOUNT - ₹. _____ **(IN WORDS)**