



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

BID DOCUMENT No.: BCPL/DIB/C&P/2015/S/156/R/MKB

Date: 23.02.2016

To,

SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL, DIBRUGARH

LIMITED DOMESTIC COMPETITIVE BIDDING

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

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

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Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

**SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL,
DIBRUGARH**

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REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd, Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL, DIBRUGARH, 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)	Rs. 1,37,000/- However, PSUs & MSEs are exempted from payment of tender fee & EMD
1.2.3	Bid Document No.:	BCPL/DIB/C&P/2015/S/156/R/MKB
1.2.4	Time Of Supply	Delivery of material shall be as per following schedule (Maximum period of 60 days): • Intimation of readiness of product: within 30 days • After intimation inspection by BCPL representative: within 10 days • After clearance of product quality, delivery of product at BCPL site: 20 Days. Proof of material dispatch to be sent to BCPL on the date of dispatch.
1.2.5	Pre-Bid Meeting	04.03.2016 at 15.00 hrs
1.2.6	Last date and time for Submission of bid	15.03.2016 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	15.03.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.8	Place of submission of bid	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914609

EMD* : Rs. 1,37,000/- (THROUGH DD/BG IN FAVOUR OF M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED, PAYABLE AT DIBRUGARH). FORMAT OF BANK GUARANTEE TOWARDS EMD IS ENCLOSED WITH TENDER.

***MSEs SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER AND DETAILED COPY OF REGISTRATION TO BE SUBMITTED. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.**

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

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

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

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

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

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

2. BIDDERS ELIGIBILITY/EVALUATION CRITERIA (BEC):

1. Bidder shall be a manufacturer of offered make / product and shall submit proof of manufacturing (i.e. copy of company registration / ISO certificate / product catalogue in case of manufacturer). Bidders other than OEM must be an authorized dealer / distributor of the offered make / product and documentary proof / certificate issued by the manufacturer to be furnished along with offer (un-priced bid). Non submission of proof of the said certificate from the manufacture shall lead to disqualification of the bid.
2. The bidder should have experience of supply of “Aqueous Film Forming Foam AND/OR ATC Foam approved as per IS 4989 & UL 162” in a single order of a minimum value worth Rs 34 lacs (inclusive of all taxes & duties) in preceding 7 years period to be reckoned from the due date of submission of bid. Bidder must provide detailed Purchase order & proof of supply / execution of order viz. Inspection note / payment of bill / execution certificate / payment certificate against the invoice etc.

DOCUMENTS SUBMITTED AS REQUIRED ABOVE IN SUPPORT OF MEETING BEC MUST BE DULY CERTIFIED / ATTESTED BY CHARTERED ENGINEER AND NOTARIZED BY NOTARY PUBLIC WITH LEGIBLE STAMP.

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:

Delivery of material shall be as per following schedule (Maximum period of 60 days):

- Intimation of readiness of product: within 30 days
- After intimation inspection by BCPL representative: within 10 days
- After clearance of product quality, delivery of product at BCPL site: 20 Days. Proof of material dispatch to be sent to BCPL on the date of dispatch.

5. VALIDITY PERIOD OF OFFER:

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

6. CONSIGNEE ADDRESS:

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

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

7. TERMS OF PAYMENT:

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):-

- 1) AS PER TENDER – NIL.
- 2) A) 90% Payments through bank against dispatch document (after deduction of applicable PRS)
B) Balance 10% of payment shall be paid within 30 days after receipt and acceptance of material at site.
– LOADING @2%.
- 3) ANY OTHER TERM – REJECTION.

8. PRICE REDUCTION SCHEDULE (PRS):

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

9. GUARANTEE / WARRANTEE & THIRD PARTY INSPECTION:

As per Technical Note – Annexure – I.

10. FIXED PRICE:

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

11. TRANSIT INSURANCE:

Shall be in the scope of supplier.

12. FREIGHT & PACKING - FORWARDING CHARGE:

Should be inclusive of the quoted rates.

13. LATE BIDS:

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

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

14. OPENING OF PRICE BIDS:

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

15. AWARD CRITERIA AND EVALUATION METHODOLOGY:

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

The evaluated price of all the bidders 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.

16. SECURITY DEPOSIT:

NOT APPLICABLE

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

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

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

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

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

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

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

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

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

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of 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.

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

THANKS & REGARDS,
FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(Manish Kumar Binjola)
Sr. OFFICER(C&P)
0373-2914635
mkbinjola@bcplindia.co.in

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/156/R/MKB

**SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL,
DIBRUGARH**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 15.3.2016

Date and time for opening of bids: 15.00 hrs (IST) on 15.3.2016

From:

To:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/156/R/MKB

**SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL,
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(To be pasted on the outer envelope containing envelopes Part –I)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/2015/S/156/R/MKB

**SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL,
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	CONTRACTS AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING ,, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
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(To be pasted on the outer envelope containing envelopes Part-II)

Technical Specification
Aqueous Film Forming Foam (AFFF) for Fire Fighting Specification of
Aqueous Film Forming Foam for Fire Fighting

Introduction: Brahmaputra Cracker & Polymer Limited (BCPL) has its petrochemical complex / Installation at Dibrugarh in Assam. BCPL has installed High Volume Long Range Foam cum Water monitors having capacity up to 2000 USGPM (AAAG & Newage make) for fighting highly flammable hydrocarbon fires in plant including hydrocarbon storage vessels etc. in case of any emergency. The Aqueous Film Forming Foam Concentrate (AFFF) shall be UL Listed and the same shall be compatible with DCP & also for use with UL Listed Foam monitors up to capacity of 2000 (500 to 2000) USGPM.

1. **General:** The Aqueous Film forming Foam (AFFF) shall be 3% concentrate. AFFF concentrate shall be homogeneous i.e. no solidification or separations of crystals or stratification shall take place.
2. **Physical & Chemical Parameters:** To be tested as per latest **IS:4989 Part-II**
 - a. PH Value for original conditioned sample : Between 6.5 to 8.5
 - b. Specific Gravity for original conditioned sample : Between 1.0 to 1.12
 - c. Viscosity at $(27 \pm 1)^{\circ}\text{C}$: 10 CST Maximum
 - d. Miscibility with fresh/ sea water : Miscible
 - e. Sludge contents (% V by V): 0.25 original & 0.5 for conditioned sample.
 - f. Freezing Point/ Pour point : Should flow at 0°C but preferably at $(-)^{5^{\circ}\text{C}}$
 - g. Spreading Coefficient : 3.0 (Minimum)
 - h. Corrosion & abrasion effect : Non corrosive / abrasive
3. **(a) Performance Test:** To be tested as per latest version of UL-162 & satisfying all conditions of this UL standard for successful clearance / approval pertaining to this product.
 - a. Fire extinguishing time should be as per clause 10.
 - b. Resistance to burn back: 8 minutes (minimum)
 - c. 25% drainage time at $(27 \pm 1)^{\circ}\text{C}$: 90 Seconds (Minimum)
 - d. Film Formation: Forms aqua film
 - e. Expansion Ratio : Between 8 to 12
 - f. Performance certificate as tested by UL pertaining to this product must be submitted along with supply.
 - g. Flow & Range test:
 - Flow & range test with foam monitor at approx. 30degree, in still wind conditions will be carried out in presence of BCPL Representative.

Flow: 750gpm at $7\text{kg}/\text{cm}^2$, **Foam expansion:** 1:3 to 1:4 (min)
Foam range: Minimum 55mtrs with UL listed foam concentrate 3%.

- Flow & range test with foam monitor at approx. 30degree, in still wind conditions will be carried out in presence of BCPL Representative.

Flow: 2000gpm at 7kg/cm², **Foam expansion:** 1:3 to 1:4 (min)

Foam range: Minimum 75mtrs with UL listed foam concentrate 3%.

(c) Approvals : The Foam Concentrate should be Listed /Approved by UL as per UL-162 in online UL Certification Directory. **Vendor must provide a copy of the same as listed / approved by UL and the same is to be submitted at the time of bidding, otherwise the offer shall be rejected.** Product should have compatibility approval with the following UL listed equipments: -

- I. UL Listed Nozzles & Monitors.
- II. UL Listed Proportioners – Portable & Fixed Inline Inductors
- III. UL-Listed Fixed Foam Discharge Outlets

4. **Physiological Effect:**

- a. The AFFF shall not have harmful ingredients.
- b. It should be environmental friendly, PFOS free & non-toxic to humans and animals.

5. **Compatibility:** The AFFF shall be compatible with all type of fire-fighting Dry Chemical Powders (DCP).

6. **Approvals:** The AFFF shall be IS: 4989 part II (or latest rev.) & UL-162 approved & marked.

7. **Packing:** The AFFF concentrate shall be packed in 20 ltrs / 30 ltrs / 200 ltr superior quality HDPE drum. Packing of Foam should conform to BIS-7959-1987 (or latest version). HDPE Cans/Drums and document for the same should be submitted along with offer. The cans/drums shall be blue / black in colour. Each container shall be legibly and indelibly marked with the following information:

- Manufacturer's name or trade mark, if any;
- Approval Marks: 'UL Listed & ISI Marked'
- Type:
- Foam compatible with: Fresh Water & Sea Water
- Quantity in liters:
- Month and year of manufacture and production batch no;
- Net and gross weight in kg;
- shelf life – Validity with month & year to be mentioned

8. **Shelf-Life:** AFFF concentrate shall have minimum self-life of 10 years without any degrading of chemical & physical properties.

9. **Documents:** Must submit valid IS4989:2006(latest) & UL Certificate/approval along with offer and supply.

- Must submit valid IS: 4989:2006(latest version) & UL Certificate along with offer and supply
- The bidder should preferably submit ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 certificate copies along with offer.
- Warrantee/guarantee Certificate for the Foam Concentrate along with supply.
- Shelf life certificate to be provided along with supply.
- MSDS of the material along with supply
- Original manufacturer test report along with supply.
- Disposal Procedure for the material along with supply
- Quotation shall be considered only from direct manufacturer / dealers of manufacturers satisfying the BEC criteria.
- Details of Technical specification / & catalogue shall be provided at the time of bidding.

10. **Inspection & Testing:** After receipt of inspection call from vendor, the composite sample shall be drawn by BCPL representative in minimum two drums/containers in presence of the vendor (clearly mentioned with BCPL code) & sealed by the BCPL representative. One of the samples shall be sent to UL laboratory (India) for testing as per UL 162(Fire Test) & the test to be witnessed by BCPL representative. However the other sealed container to be sent to DSIR approved / BIS approved lab for various test as per IS: 4989Part -II (relevant part latest version). Both the sample Containers for testing purpose to be sent to the concerned laboratories at the risk and cost of vendor. The transportation & testing charges etc. for both the samples shall be borne by the vendor.

In case of rejection of sample, the vendor shall arrange the same testing procedure for a new batch product to be followed at the risk & cost of the vendor.

In addition to the above, in order to carry out the test in respect of Flow & range by using the UL listed monitors & foam compound etc. to be arranged by the vendor at his risk and cost. Hence, if required additional sample of foam compound in sufficient quantity may be drawn at the time of withdrawal of sample and the same is to be ensured by the vendor.

11. The bidder shall furnish in his offer the detailed QAP. Bidder shall arrange for all facilities & resources etc. required during inspection and testing at his own cost. In other way, vendor must ensure that in order to test the sample for range of throw etc. as per monitor manufacturer data, sufficient quantity of foam to be drawn and sealed by BCPL representative in presence of vendor to enable the performance test of monitors at UL in India.
12. Vendor shall refer Special Conditions of Contract (SCC) for required documents, inspection and marking and agree to supply as per terms & conditions of SCC.

Technical Specification
Alcohol Resistant – Aqueous Film Forming (AR-AFFF 3x3%)
UL Listed & BIS Marked Foam Concentrate

1. General:

- a) This specification covers requirement for Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF 3X3%) liquid concentrate to be used for fighting fires on polar as well as hydrocarbon fuels.
- b) The AR-AFFF shall be suitable for use in foam generating equipment with fresh water and sea water with no loss in its performance.

2. Physical & Chemical Parameters

The concentrate shall conform to the physical properties, chemical properties & performance requirements as per **IS: 4989 Part IV: 2006 (latest revision) & UL-162.**

A] Tests as per IS 4989 Part IV: 2006 or latest version

- a) PH Value for original conditioned sample : 6.0 - 8.5
- b) Specific Gravity for original sample : 1 – 1.12
- c) Pour point : Zero
- d) Spreading coefficient: +3 minimum
- e) Expansion ratio: $\geq 7:1$
- f) 25% Drainage time: ≥ 3 minutes (min)
- g) Fire control (sec) 60s (max) for 3% for Hydrocarbon
- h) Fire extinction (sec) 90s (max) for 3% for Hydrocarbon
- i) Burn back test : 10 (min)

B] Tests as per UL-162:

- a) Film Forming Test :As per Clause No. 6
- b) Foam Quality Tests with Test Nozzle: Clause No. 8
- c) Class B Fire Tests Top side Discharge Devices: Clause No. 10

C] Flow & Range test:

- Flow & range test with foam monitor at approx. 30degree, in still wind conditions will be carried out in presence of BCPL Representative.

Flow: 750gpm at 7kg/cm^2 , **Foam expansion:** 1:3 to 1:4 (min)

Foam range: Minimum 55mtrs with UL listed foam concentrate 3%.

- Flow & range test with foam monitor at approx. 30degree, in still wind conditions will be carried out in presence of BCPL Representative.

Flow: 2000gpm at 7kg/cm^2 , **Foam expansion:** 1:3 to 1:4 (min)

Foam range: Minimum 75mtrs with UL listed foam concentrate 3%.

D] Physiological Effect:

The Foam Concentrate shall not have harmful ingredients

It shall be environmental friendly, PFOS free & nontoxic to humans and animals.

The product shall be free from environmental hazards.

The party shall submit the certificates of the below mentioned tests along with the offer from a NABL / FDA Approved

- I. Toxicity Certificate.
- II. Biodegradability (BOD / COD)

3] Compatibility: The Foam Concentrate shall be compatible with all type of firefighting Dry Chemical Powder.

4] Approvals:

The Foam Concentrate should be Listed /Approved by UL as per UL-162 in online UL Certification Directory. **Vendor must provide a copy of the same as listed / approved by UL and the same is to be submitted at the time of bidding, otherwise the offer shall be rejected.**

It shall also be approved & marked with IS: 4989 part IV -2006 (or latest rev.)

The Foam Concentrate should be ISI marked as per IS: 4989 Part IV: 2006 with all latest amendments.

Product should have compatibility approval with UL listed equipments :-

- i. UL Listed Nozzles & monitors
- ii. UL Listed Proportions – Portable & Fixed Inline Inductors
- iii. UL-Listed Fixed Foam Discharge Outlets

5] Packing : The Foam Concentrate shall be packed in UL approved (Marked) 20 / 200 Litres HDPE Cans/Drums and document for the same should be submitted along with offer. The cans/drums shall be blue/black in colour. Each container shall be legibly and indelibly marked with the following information:

- Manufacturer's name or trade mark, if any;
- Approval Marks: 'UL Listed & ISI Marked'
- Type:
- Foam compatible with: Fresh Water & Sea Water
- Quantity in liters:
- Month and year of manufacture and production batch no;
- Net and gross weight in kg;
- shelf life – Validity with month & year to be mentioned

6] Shelf-Life: Foam Concentrate shall have minimum shelf life of 10 years without any degrading of chemical & physical properties.

7] Inspection & Testing: After receipt of inspection call from vendor, the composite sample shall be drawn by BCPL representative in minimum two drums/containers in presence of the vendor (clearly mentioned with BCPL code) & sealed by the BCPL representative. One of the samples shall be sent to UL laboratory (India) for testing as per UL 162(Fire Test) & the test to be witnessed by BCPL representative. However the other sealed container to be sent to DSIR approved / BIS approved lab for various test as per IS: 4989Part -II (relevant part latest version). Both the sample Containers for testing purpose to be sent to the concerned laboratories at the risk and cost of vendor. The transportation & testing charges etc. for both the samples shall be borne by the vendor.

In case of rejection of sample, the vendor shall arrange the same testing procedure for a new batch product to be followed at the risk & cost of the vendor.

In addition to the above, in order to carry out the test in respect of Flow & range by using the UL listed monitors & foam compound etc. to be arranged by the vendor at his risk and cost. Hence, if required additional sample of foam compound in sufficient quantity may be drawn at the time of withdrawal of sample and the same is to be ensured by the vendor.

8] The bidder shall furnish in his offer the detailed QAP. Bidder shall arrange for all facilities & resources etc. required during inspection and testing at his own cost. In other way, vendor must ensure that in order to test the sample for range of throw etc. as per monitor manufacturer data, sufficient quantity of foam to be drawn and sealed by BCPL representative in presence of vendor to enable the performance test of monitors at UL in India.

9] Documents (For ALCOHOL RESISTANT CONCENTRATE):

- Must submit valid IS: 4989:2006(latest version) & UL Certificate along with offer and supply
- The bidder should preferably submit ISO 9001:2008, ISO 14001:2004 & OHSAS 18001:2007 certificate copies along with offer.
- Warrantee/guarantee Certificate for the Foam Concentrate along with supply.
- Shelf life certificate to be provided along with supply.
- MSDS of the material along with supply
- Original manufacturer test report along with supply.
- Disposal Procedure for the material along with supply
- Quotation shall be considered only from direct manufacturer/dealers of manufacturers satisfying the BEC criteria.
- Details of Technical specification / & catalogue shall be provided at the time of bidding.

10] Vendor shall refer Special Conditions of Contract (SCC) for required documents, inspection and marking and agree to supply as per terms & conditions of SCC.

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373–2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Telefax Number : _____
 (iv) Contact Person : _____
 (v) E-mail Address : _____

- B) Details of Contact person:

(i) Postal Address : _____

 (ii) Telephone Number : _____
 (iii) Fax Number : _____
 (iv) Contact Parson : _____
 (v) E-mail Address : _____

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

Reasons for non-submission of bid:

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

LIST OF ENCLOSURES

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

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

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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number _____, Dated _____, I/we have read the General Conditions of Contract (GCC – GOODS) which is available in the BCPL website.

<http://www.bcplonline.co.in/tender.php?pageno=9&pageid=29&SubpageNo=0>.

I/ we further confirm that we have agreed to all the conditions as printed/available in the GCC - GOODS in BCPL website in entirety and unconditionally.

Thanking you,

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

Name:

Designation:

Company Seal:

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

(Signature of Authorized Signatory of Bidder)
Name:
Designation:
Seal:

FORMAT FOR COMMERCIAL TERMS & CONDITIONS

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

SL. NO.	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S CONFIRMATION [Accepted/Not accepted)
1.	QUOTED PRICES	FIRM	
2.	DETAIL OF EMD	Rs. 1,37,000/-	DD No..... dated..... For Rs..... Drawn on..... payable at, SBI Dibrugarh Bank Guarantee No.....dated..... For Rs..... Issued by..... Valid till.....
3.	UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE	AS PER PAGE NO.-2	
4.	1. Bidder shall be a manufacturer of offered make / product and shall submit proof of manufacturing (i.e. copy of company registration / ISO certificate / product catalogue in case of manufacturer). Bidders other than OEM must be an authorized dealer / distributor of the offered make / product and documentary proof / certificate issued by the manufacturer to be furnished along with offer (un-priced bid). Non submission of proof of the said certificate from the manufacture shall lead to disqualification of the bid. 2. The bidder should have experience of supply of "Aqueous Film Forming Foam AND/OR ATC Foam approved as per IS 4989 & UL 162" in a single order of a minimum value worth Rs 34 lacs (inclusive of all taxes & duties) in preceding 7 years period to be reckoned from the due date of submission of bid. Bidder must provide detailed Purchase order & proof of supply / execution of order viz. Inspection note / payment of bill / execution certificate / payment certificate against the invoice etc.		
5.	DOCUMENTS SUBMITTED AS REQUIRED ABOVE IN SUPPORT OF MEETING BEC MUST BE DULY CERTIFIED / ATTESTED BY CHARTERED ENGINEER AND NOTARIZED BY NOTARY PUBLIC WITH LEGIBLE STAMP.		

6.	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
7.	CONFIRMATION OF QUOTING FIRM PRICES TILL VALIDITY PERIOD OF OFFERS.	120 DAYS	
8.	BIDDER MUST HAVE VALID SALES TAX REGISTRATION NO. AND SAME SHOULD BE INDICATED IN THE QUOTATION & ATTESTED COPY OF THE SAME TO BE SUBMITTED ALONG WITH THE UN-PRICED BID.		
9.	CONFIRM ACCEPTANCE TO REPEAT ORDER CLAUSE	Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity in the same rate, terms & conditions.	
10.	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
11.	POINT OF DISPATCH		
12.	TERMS OF DELIVERY	Delivery of material shall be as per following schedule (Maximum period of 60 days): • Intimation of readiness of product : within 30 days • After intimation inspection by BCPL representative :within 10 days • After clearance of product quality, delivery of product at BCPL site: 20 Days. Proof of material dispatch to be sent to BCPL on the date of dispatch	
13.	TRANSIT INSURANCE	BIDDER SCOPE	
14.	PRICE REDUCTION SCHEDULE PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER COMPLETE WEEK OF DELAY OR PART THEREOF SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.		
15.	PAYMENT TERMS	TERMS OF PAYMENT: 100% Payment of the supplied material will be released within 30 days after successful supply and acceptance of the materials for the items in-line with delivery schedule.	
16.	PERFORMANCE BANK GUARANTEE/SECURITY DEPOSIT	NOT APPLICABLE	
17.	ARBITRATION/ JURISDICTION OF COURT	GUWAHATI	

18.	FORCE MAJEURE	AS MENTIONED IN GCC	
19.	EXCISE DUTY (IN %) (IF APPLICABLE)	AT ACTUAL	@.....% / NIL
20.	Bidder Shall confirm to submit Cenvatable Excise Invoice at the time of supply of material to avail cenvat benefits (If applicable).		YES/NO
21.	VAT (for bidders of ASSAM) (in %) (if applicable)		@.....% / NIL
	CST (for bidders out of ASSAM) (With from C) (If applicable)		@.....% / NIL
22.	CST (for bidders out of ASSAM) (Without form C) (If applicable)		@.....% / NIL
23.	ECC NO/EXCISE REGN. NO.	AADCB2356EEM001	(Bidder's)
	CST NO/ST-TIN NO.	18049926313	(Bidder's)
24.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012 Documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.		Yes (Certificate Attached) / No
25.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCEPTANCE		YES / NO
26.	PLEASE INDICATE FOLLOWING BREAK-UP 1) CENVETABLE EXCISE DUTY. 2) NON- CENVETABLE EXCISE DUTY.		
27.	The Payment against cenvatable portion shall be made at actual against the maximum given at 26.1 above Confirm acceptance. Material supplied will be eligible for CENVAT credit and vendor shall furnish all documents as required to avail the same.		
28.	Cenvatable portion of Excise duty shall be released on receipt of cenvatable document. Confirm acceptance		
29.	Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):- PART-A: UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) with prices blanked out and copy of tender document & addenda/corrigenda, if any, duly signed and stamped on each page. PART-B: PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender (Annexure – XII). The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.		YES / NO

30.	DETAILED ADDRESS OF BIDDER	
	CONTACT PERSONS (Name and Designation)	
	PHONE NO. (WITH STD CODE)	
	FAX NO. (WITH STD CODE)	
	E-MAIL ADDRESS	
	MOBILE NUMBER	

Place:

Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

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

Ref.-----

Bank Guarantee No.-----

Date-----

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS :

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(OFFICIAL ADDRESS)

Designation with Bank Stamp

Attorney as per

Power of Attorney No.

Date : _____

INSTRUCTIONS TO BIDDERS

CONTENTS

Table of Clauses

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

A. INTRODUCTION

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:

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.
- 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 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 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:

- 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.
- 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 Brahmaputra 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 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.

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 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) Non-submission of EMD
- ii) Bid Validity lesser than specified period in tender
- iii) Non-acceptance of delivery period
- iv) Non acceptance of Guarantee / Warranty
- v) Non-submission of Firm and Fixed Price
- vi) Non-submission of rate as per requirement of price schedule format (i.e. with all desired break-up)
- vii) Non-acceptance of PRS clause and Performance Bank Guarantee Clause of tender

viii) Non-acceptance of Resolution of Disputes/Arbitration Clause, applicable laws and Force Majeure Clause etc.

ix) Any deviation to scope of supply, specification, SCC etc.

x) Any other deviation to terms and conditions mentioned elsewhere in the tender, which leads to rejection of bid.

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".

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 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):

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be incorporated in all tenders:

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15%

shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply 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.

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

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

34.0 CENTRAL EXCISE DUTY

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

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

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

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

F. AWARD OF CONTRACT

35.0 Post Qualification:

- 35.1 In the absence of prequalification, the PURCHASER will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidder's financial (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:

Not Applicable

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:

- 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 up to 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) Schedule of Rates
- ii) RFQ Covering Letter
- iii) Special conditions of contracts
- iv) Instruction to Bidders
- v) 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.

48.0 SUBMISSION OF FALSE / FORGED DOCUMENTS:

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

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

c. In case the issue of submission of false documents comes to the notice after execution of work, BCPL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of

CPBG/Security Deposit furnished by the vendor/contractor.

d. Further, such bidder/vendor/contractor shall be put on Banned/Holiday List of BCPL debarring them from future business with BCPL

49.0 ROAD PERMIT (AS APPLICABLE):

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

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

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

50.0 REASON FOR REJECTION:

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

51. ERRANT BIDDER:

In case after price bid opening the lowest evaluated bidder (L1) is not allowed the job for any mistake committed by him in 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 same job(s)/items(s)."

52. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

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

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

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

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

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

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

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

A.9 "Investigating Agency" shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/BCPL, Central

Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

53 Performance Rating & Evaluation:

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

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

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

Very good

Good

Fair

Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

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

1.2 QUALITY PERFORMANCE 40 Marks

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

i. Rejection / Defects Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases. 10 Marks

ii. When quality failure endanger system integration & safety of the system. Failure of severe nature 0 Marks
- Moderate nature 5 Marks
- Low severe nature 10-25 marks

iii. Number of deviation 1. No. deviation 5 marks
2. No. of deviation < 2 2 marks
3. No. of deviation > 2 0 marks

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

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

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.T / F.O.R. AT BCPL, DIBRUGARH.
- 5 THE QUOTED RATES SHOULD BE INCLUSIVE OF INSPECTION, PACKING & FORWARDING CHARGES, FREIGHT CHARGES & TRANSIT INSURANCE.

UN-PRICED BID (PART-I)

SCHEDULE OF RATE (SOR)

SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL, DIBRUGARH

SCHEDULE OF RATE (SOR)

Bidder shall not quote prices in unpriced bid SOR. However bidder shall write "QUOTED" OR "NOT QUOTED" against each item as applicable.

[illegible]

PRICED BID (PART-II)

SCHEDULE OF RATE (SOR)

SUPPLY OF AQUEOUS FILM FORMING FOAM (3%) & ATC FOAM FOR BCPL, DIBRUGARH

Annexure – XII

SCHEDULE OF RATES

[illegible]